

AGENDA

6:30 p.m. Wednesday, March 1, 2017

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular and closed meeting minutes from February 15, 2017.

- P-1 Proclamation honoring February as Career and Technical Education Month (Barnes) **(To be presented)**
- P-2 Proclamation honoring the ARC of Gloucester and Developmental Disabilities for the Month of March. (Jefferson) **(To be presented)**
- P-3 Proclamation In honor of Chief William Kramer, Jr, upon his retirement from New Jersey State Fire Marshal's Office. (Chila) (Previously presented)
- P-4 Proclamation recognizing Edward's Hairstyling on its 60th year in business 1957-2017 (Simmons) (Previously presented)
- P-5 Proclamation recognizing The Monogram Shoppe on its 30th year in business 1987-2017 (Simmons) (Previously presented)
- P-6 Proclamation recognizing KIMCO Graphics on its 30th year in business 1987-2017 (Simmons) (Previously presented)
- P-7 Proclamation recognizing Gray Fox Animal Hospital on its 30th year in business 1987-2016 (Simmons) (To be presented at a later date)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WEST DEPTFORD FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS.

This Resolution authorizes an Agreement with the Township of West Deptford for the payment of outstanding pilot payments. The Township of West Deptford has an obligation to make pilot payments to the County under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74). The Township of West Deptford acknowledges that there are outstanding pilot payments in the amount of \$160,891.47 for payments prior to 2015 and interest in the amount of \$25,342.92 for the years 2015 and 2016 due and owing to the County, for a total amount of \$186,234.39. The County agrees to accept four equal installment payments, as payment in full, for the outstanding pilot payments due prior to 2015 and interest for the years 2015 and 2016.

A-2 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, in Saint Gobain Performance Plastics v. East Greenwich Township, Docket Number 007042-2016, represented by Bruce J. Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 204, Lot 11.04; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL,
FROM MARCH 1, 2017 TO FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$49,000.00.**

As part of the regional EMS services program the County is required to have a medical director. RFP# 017-011 was prepared and it is recommended the contract be awarded to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103. This contract is for an amount not to exceed \$49,000.00, from March 1, 2017 to February 28, 2018.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR ENGINEERING
PROJECT #17-07 FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 FOR \$233,000.00.**

This Resolution authorizes a contract between the County and South State, Inc. of 202 Reeves Road, Bridgeton, NJ 08302 for the Engineering Project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07 for the total amount of \$233,000.00. This contract is awarded based upon bids that were publicly received and opened by the County for the Project on February 1, 2017, wherein South State, Inc. was the lowest responsive and responsible bidder for the Project. CAF# 17-01293 was obtained to certify funds.

**C-2 RESOLUTION AUTHORIZING A CONTRACT WITH ROAD SAFETY SYSTEMS, LLC FROM
MARCH 1, 2017 TO FEBRUARY 28, 2018 IN AN AMOUNT NOT TO EXCEED \$209,225.00.**

This Resolution authorizes a contract with Road Safety Systems, LLC of 12 Park Drive, Shamong, NJ 08088 for the construction of the "2017-18 Gloucester County Guiderail Maintenance Project", Engineering Project #17-09. This contract is awarded based upon bids that were publicly received and opened by the County for the Project on February 9, 2017, wherein Road Safety Systems, LLC was the lowest responsive and responsible bidder for the Project. The contract shall be in effect for a period of one (1) year from March 1, 2017 to February 28, 2018 for an amount not to exceed \$209,225.00.

**C-3 RESOLUTION AUTHORIZING MODIFICATION #03 TO COST REIMBURSEMENT
AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION TO INCREASE FUNDING BY \$14,764.50.**

This Resolution authorizes and approves an Agreement Modification #03 Increase by \$14,764.50 for the Funds Exchange Program (TTF) Cost Reimbursement Authorization/Agreement between the State of New Jersey and the County of Gloucester for \$586,764.50 for the "Proposed Resurfacing and Safety Improvements to Holly Avenue, County Route 624 from Broadway (CR553A) to Delsea Drive, State Route 47 in the Borough of Pitman", Engineering Project 15-02FA, Agreement No. 2015-DT-BLA-FEP-421. This project is 100% State funded.

**C-4 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW
JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,690,600.00.**

This Resolution authorizes and approves an Agreement between the State of New Jersey and the County of Gloucester for the County Aid Portion of the New Jersey Department of Transportation Trust Fund Authority Act for the Fiscal Year 2017 per Engineering SA-35-01. The Resolution authorizes the County's annual allocation for 2017 from the Transportation Trust Fund in the amount of \$3,690,600.00. The money is anticipated and incorporated into the Department's Capital Budget Request.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FOR GRANT PERIOD APRIL 1, 2017 TO SEPTEMBER 30, 2017 FOR \$45,000.00.

The Gloucester County Prosecutor's Office, Crash Investigation Unit has applied for a Distracted Driving Crackdown grant in the amount of \$45,000.00 for grant period April 1, 2017 through September 30 2017. The grant is being made available by the NJ Division of Highway Traffic Safety, and grant funds obtained will be utilized for reimbursement of overtime costs for officers of selected municipalities in conducting various distracted driving enforcement details throughout the County. The reimbursement rate for the distracted driving details will be \$55.00 per hour, allowing for 818 hours of enforcement details in the County. Each municipality that conducts such a detail at predetermined high crash and high driver distraction locations will forward copies of payroll records for the officers that worked to the Prosecutor's Office for reimbursement. Distracted driving has increased due to smartphones and inattention remains the most significant cause of fatal and incapacitating crashes. The objective is to reduce the number of motor vehicle crashes and fatalities throughout the State.

F-2 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, JAG-1-8TF-15 FOR \$63,807.00, WITH AN IN-KIND MATCH OF \$20,781.00, FOR A TOTAL AMOUNT OF \$84,588.00, FOR GRANT PERIOD JULY 1, 2016 TO JUNE 30, 2017.

This grant will fund one (1) detective in the Prosecutor's Office Gang, Gun, and Narcotics Task Force Unit. This Unit works cooperatively with municipal police departments, neighboring county prosecutor's offices, State law enforcement agencies, and federal agencies to enhance our collective abilities to combat the growing gang problems in Gloucester County. Gloucester County continues to see an increase in street gang activity, including narcotic distribution offenses, robberies and home invasions. This grant will enable assigned personnel to take a multi-faceted approach to not only combat the problem, but to preemptive and disrupt potential gang-related activities and initiatives. Included in this approach will be a proactive enforcement methodology and also a comprehensive intelligence gathering, cataloging, and dissemination operation focused on gang activities.

F-3 RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT GRANT V-08-15 TO INCREASE THE IN-KIND MATCH BY \$70,054.00.

By resolution adopted on October 19, 2016 an application on behalf of the County Prosecutor's Office was authorized for the Victims of Crime Act (VOCA) Grant from the NJ Division of Criminal Justice for the amount of \$219,715.00, with an in-kind match of \$54,929.00 (funds from the Prosecutor's budget), for a total amount of \$274,644.00. An increase in the in-kind match of \$70,054.00 is now necessary due to a change in VOCA program guidelines and regulations. This resolution will authorize an amendment to the grant amount to increase the in-kind match to \$124,983.00, for a total amount of \$344,698.00.

F-4 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 FOR \$140,000.00.

This Resolution awards a contract to William R. Carey & Company, Inc., as per RFP# 17-013 for specialized broker services in the placement of aggregate excess loss medical coverage for the Department of Correctional Services from March 1, 2017 to February 28, 2018 for \$140,000.00. CAF#17-01552 has been obtained to certify funds.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

This Resolution authorizes the execution of Contracts, awarded by RFP 17-040, for the provision of various programs and services, through the County Division of Senior Services, for the seniors of the County from January 1, 2017 to December 31, 2017, as follows: Moorestown Visiting Nurse Association Inc., 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Moorestown VNA Assistance for Independent Living Program (# 73) in the amount not to exceed 66,600.00 (Grant Funds \$52,500.00 (SSBG); Local Public Match \$14,000.00; Estimated Client Donation \$100.00). Moorestown Visiting Nurse Association Inc., 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Personal Care Service Program (# 088) in an amount not to exceed \$46,600.00 (Grant Funds \$46,500.00 (IIIB); Estimated Client Donations \$100.00).

March 1, 2017

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Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, February 15, 2017

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons		X
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from February 1, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50359 Proclamation proclaiming February 20-24th, 2017 Engineer's Week in the County of Gloucester. To be presented at a later date. (Simmons).

PUBLIC HEARING

PUBLIC HEARING REGARDING THE POSSIBLE ACQUISITION AND USE OF GRANT FUNDS FOR CERTAIN RECREATION AND CONSERVATION PROJECTS AT SCOTLAND RUN PARK, CLAYTON, PURSUANT TO GREEN ACRES LAND STEWARDSHIP PROGRAM.

Per state regulations, a Resolution setting a public hearing date of February 15, 2017 as to the possible acquisition and use of a Green Acres matching funds grant at Scotland Run Park was approved at the Freeholder meeting of February 1, 2017. That Resolution requested public comments pertaining to the proposed projects at the Park to be submitted to the Board of Chosen Freeholders on or before February 14, 2017; and that any requests for information concerning the proposed projects be directed to Chuck Rose, Department of Parks & Recreation at the Shady Lane Complex. The County is considering the acquisition and use of matching funds from the State Green Acres Program for recreation and conservation projects at Scotland Run Park. The projects under consideration include an ADA compliant "EZ Launch" system to allow disabled and non-disabled individuals to access canoes and kayaks at Park's Wilson Lake more easily and safely. The project also include an ADA compliant fishing pier which can accommodate more residents; interpretive signage to facilitate self-guided ecological and nature tours, as well as signage describing marine life at the lake. The total cost to the County is estimated to be \$50,190.25 (one half of the total project cost of \$100,380.49).

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

INTRODUCTION

50360 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

Introduction of this Resolution will allow the County to use 3.5% vs. .5% in calculating its budget CAP and allow the County to "bank" or use in future years any amounts not needed in 2017. The public hearing will be held March 15, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: Taylor Veigel, Miss South Jersey Outstanding Teen, Alan Braslow, of Cherry Hill, Brian Hackett, New Jersey State Director for the Humane Society of the United States, Anne Hastings of Washington Township and Maureen Koplow of Deptford Township all spoke in support of Resolution A-9 which encourages municipalities to adopt ordinances prohibiting the sale of animals from "puppy mills". Mr. Braslow specifically thanked Freeholder Christy for taking the lead on this matter. On behalf of the Humane Society, Mr. Hackett thanked the Board and Freeholder Christy for supporting measures that enhance the humane treatment of dogs and cats in the Gloucester County.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

50361 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF NJ DEP V. GLOUCESTER COUNTY; BENNY A. SORBELLO FAMILY, LLC; TIMOTHY AVSEC; AND DIANNE AVSEC (BASGALORE LAKE DAM).

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: The Board entered closed session at 6:46 pm and returned at 6:59 p.m

50362 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50363 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE COUNTY LIBRARY FOR THE YEAR 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50364 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50365 RESOLUTION AUTHORIZING THE COUNTY PROSECUTOR TO EXCEED THE 2.0% BUDGET CAP (PL 2015, c.249) FOR THE 2017 COUNTY BUDGET.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50366 RESOLUTION RESCINDING PETTY CASH FUND.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50367 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM FEBRUARY 4, 2017 TO FEBRUARY 3, 2018 FOR \$25,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50368 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50369 RESOLUTION IN SUPPORT OF RESTRICTING THE SALE OF DOGS AND CATS AT PET SHOPS AND ENCOURAGING MUNICIPALITIES TO ADOPT ORDINANCES ENFORCING REGULATIONS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

50370 RESOLUTION AUTHORIZING A CONTRACT WITH PAULSBORO PRINTERS, INC. FOR SERVICES IN CREATING AND PRINTING VOTING AUTHORITY TICKETS FOR THE GLOUCESTER COUNTY SUPERINTENDENT OF ELECTIONS, FROM MARCH 13, 2017 TO MARCH 12, 2019, IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE TERM OF THE CONTRACT.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

50371 RESOLUTION REVISING THE PY2015 COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN TO INCLUDE A PUBLIC FACILITIES PROJECT WITH THE BOROUGH OF GLASSBORO FOR \$40,000.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy	X		X		
DiMarco			X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50372 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #02-FINAL WITH ARAWAK PAVING COMPANY, INC. FOR ENGINEERING PROJECT #15-02FA.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy	X		X		
DiMarco			X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50373 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03 WITH ZONE STRIPING, INC. FOR ENGINEERING PROJECT #16-03SA.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes	X		X		
Christy			X		
DiMarco			X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50374 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. FOR ENGINEERING PROJECT #14-24.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy		X	X		
DiMarco			X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50375 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED RIVERWINDS.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy	X		X		
DiMarco			X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

50376 RESOLUTION AUTHORIZING APPLICATION FOR A MATCHING FUNDS GRANT FROM NEW JERSEY GREEN ACRES PROGRAM IN THE AMOUNT OF \$50,190.25 FOR PROJECTS AT SCOTLAND RUN PARK.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

50377 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY, DRUNK DRIVING ENFORCEMENT FUND FROM JANUARY 1, 2017 TO DECEMBER 31, 2017 FOR \$20,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50378 RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT GRANT TO INCREASE THE IN-KIND MATCH BY \$60,076.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50379 RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 IN AN AMOUNT NOT TO EXCEED \$125,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50380 RESOLUTION AUTHORIZING A CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC., FOR \$368,275.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy					X
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50381 RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FROM FEBRUARY 18, 2017 TO FEBRUARY 17, 2018 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50382 RESOLUTION AUTHORIZING A CONTRACT WITH HARRING FIRE PROTECTION, LLC, FROM FEBRUARY 18, 2017 TO FEBRUARY 17, 2019 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50383 DEPOSIT RESOLUTION PROVIDING FOR THE TRANSFER OF PHYSICAL CUSTODY, BUT NOT LEGAL CUSTODY OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: N/A

50384 RESOLUTION AUTHORIZING SIX (6) GRANT AGREEMENTS TO PROVIDE PROGRAMS AND SERVICES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons					
Jefferson	X		X		
Damminger			X		

Comments: N/A

50385 RESOLUTION AUTHORIZING PUBLIC DONOR AGREEMENT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2017 TO DECEMBER 31, 2017 FOR \$22,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons					
Jefferson	X		X		
Damminger			X		

Comments: N/A

50386 RESOLUTION AUTHORIZING VARIOUS AMENDMENTS TO INCREASE AND DECREASE CONTRACTS FOR HUMAN SERVICES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons					
Jefferson	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Comments: Ms. Kristin Borda from West Deptford, NJ addressed the Board to urged opposition to the pipeline proposed by South Jersey Gas that would traverse sections of the Pinelands.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

ADJOURNMENT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco		X	X		
Simmons					
Jefferson			X		
Damminger			X		

Time: 7:15 p.m.

Gloucester County

Board of Chosen Freeholders Proclamation

HONORING FEBRUARY, 2017 CAREER AND TECHNICAL EDUCATION (CTE) MONTH GLOUCESTER COUNTY, NJ

WHEREAS, February is celebrated nationally as **Career and Technical Education (CTE) Month** with this year's theme, "Celebrate Today, Own Tomorrow!" encouraging the nation to celebrate Career and Technical Education and the accomplishments and achievements of CTE programs across the country; and

WHEREAS, 94% of high school students and 13 million postsecondary school students are engaged in CTE courses in the United States across high schools, career centers, community and technical colleges, four-year universities and technical trade schools; and

WHEREAS, 21st century career and technical education programs link rigorous academics, technical knowledge, real-world experiences and college-level learning to help students develop career-ready skills and prepare them for the world of work and post-secondary education with a clear focus; and

WHEREAS, the **Gloucester County Institute of Technology (GCIT)** provides a wide range of career and technical education programs for students, expanding their individual opportunities and meeting the current and future workforce needs of the employers of Gloucester County; and

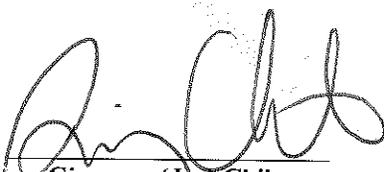
WHEREAS, GCIT's career and technical student organizations compete at state and national levels and successfully earn medals and scholarship monies. The GCIT SkillsUSA Chapter was awarded the national Models of Excellence Award in the Workplace Category and was deemed one of the top 3 Chapters in the United States for 2015 and 2016; and

WHEREAS, GCIT's graduating Class of 2016 was awarded \$2.5 million in scholarship monies and 83% of the class earned 12+ credits from Rowan College at Gloucester County through the Senior Year Option Program; and

WHEREAS, the students, parents and residents of Gloucester County are encouraged to learn more about career and technical education, GCIT's vocational-technical school programs and the career pathways that can be launched with an industry credential and/or a technical degree; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby **recognize February, 2017 as Career and Technical Education (CTE) Month** and honor GCIT for demonstrating the leadership, vision and achievement in career and technical education for the residents of Gloucester County.

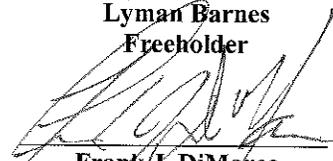
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of March, 2017.

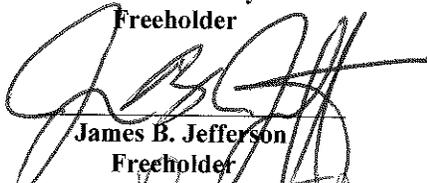

Giuseppe (Joe) Chila
Freeholder Deputy Director

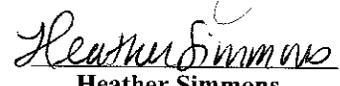

Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burnes
Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

March 2017

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Gloucester County, NJ

WHEREAS, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live and work in the state of New Jersey; and

WHEREAS, the observance of Developmental Disabilities Awareness Month has been recognized nationally since 1987 when the American people were encouraged to build understanding and provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

WHEREAS, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

WHEREAS, The 2017 Board of Chosen Freeholders recognizes March, 2017 as Developmental Disabilities Awareness Month and appreciates the organizations such as The Arc Gloucester in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment, that individuals with disabilities can live happy and productive lives; and

WHEREAS, we honor The Arc Gloucester, celebrating 60 years of service to the residents of Gloucester County and the greater Gloucester County community, dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize March 2017 as Developmental Disabilities Awareness Month in Gloucester County and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of March, 2017.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:
Laurie Burns Clerk of the Board

Gloucester County
Board of Chosen Freeholders
Proclamation

In Honor Of
Chief William Kramer, Jr.
Upon His Retirement From
New Jersey State Fire Marshal's Office

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor **Chief William Kramer, Jr.** upon his retirement from the New Jersey State Fire Marshal's Office; and

WHEREAS, in 1983, **Chief Kramer** joined the State Fire Marshal's Office of the New Jersey State Police which became the Division of Fire Safety in 1993; and

WHEREAS, **Chief Kramer** served as Deputy Director, and Bureau Chief of both the Bureau of Fire Department Services and the Bureau of Fire Code Enforcement before being appointed as Acting Director/State Fire Marshal of New Jersey Division of Fire Safety on March 1, 2011; and

WHEREAS, in 2007, **Chief Kramer** was instrumental in the acquisition and deployment of the Neptune System received by Gloucester County, which would become a County Fire resource and Statewide deployment asset in the event of a large or potential catastrophic incident; and

WHEREAS, in 2009, **Chief Kramer** was able to secure Homeland Security funding for a second 4,000 gallon Foam Tender at the cost of \$365,000 dollars and again placing it in Gloucester County; and

WHEREAS, in 2016, major repairs were needed for the Neptune Pump module and **Chief Kramer** was able to secure funding for the repair work and labor cost without using tax dollars from Gloucester County; and

WHEREAS, **William Kramer** has received numerous awards and citations for his distinguished career and has shown personal dedication and sacrifices during his tenure as Acting Director/State Fire Marshal, New Jersey Division of Fire Safety; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor **Chief William Kramer, Jr.** upon his retirement, thank him for his service to the State of New Jersey and residents of Gloucester County, and wish him success in his future endeavors.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of January, 2017.

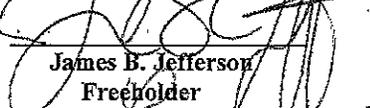

Giuseppe (Joe) Chila
Freeholder-Deputy Director


Robert M. Damminger
Freeholder Director

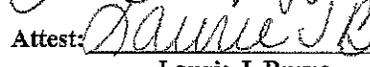

Lyman Barnes
Freeholder

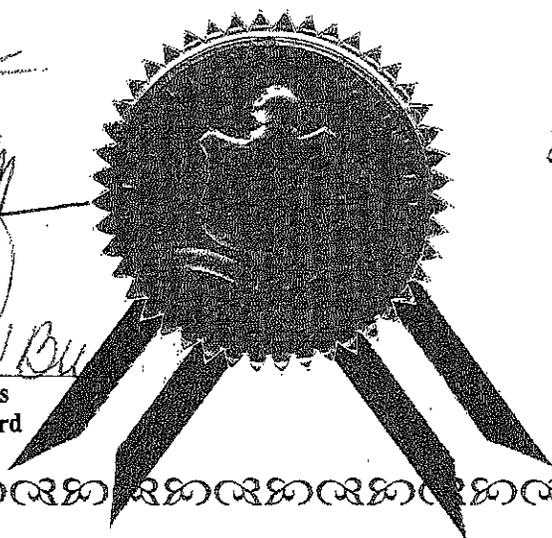

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

EDWARD'S HAIRSTYLING ON ITS 60th YEAR IN BUSINESS 1957-2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Edward's Hairstyling on its 60th year in business in the County of Gloucester; and

WHEREAS, Edward's Hairstyling is located in the heart of downtown Woodbury and is a family owned business that has employed family members for three generations. In 1957, Edward Cirone and his wife Millie purchased Anthony's Salon on Curtis Street from Edward's uncle Anthony. In 1960, they moved the business to its current location at 14 South Broad Street and changed the name to Edward's Hairstyling; and

WHEREAS, Edward's Hairstyling attributes its success to the Cirone family's strong business sense and work ethic. Edward Cirone realized that educating his staff and putting customers first would keep the business strong and healthy, even during the onset of chain salons. Edward became a respected and esteemed member of the profession, earning accolades in Who's Who in Hairdressing and being named Chairman of the New Jersey Board of Beauty Culture. He taught his craft at shows in New York and was also head of licensing in the State of New Jersey; and

WHEREAS, Edward's Hairstyling has always been centered on family and has employed many relatives. Of Edward's five children, Cindy was the one who inherited her father's love of the craft. With her father's encouragement, she attended beauty school after graduating high school and has never looked back. In 1975, Edward brought on another valued employee, Michael Frasca, a renowned stylist who has since been in the business for 37 years. After Edward's death in 1978, his wife Millie managed the salon until her retirement in 1999. At that time Cindy Cirone (now Cindy Travato) and Frasca took ownership and have continued to serve the families of Gloucester County by keeping the tradition of consistency, personal customer relationships and community service going strong with the motto, "A Salon for the Entire Family"; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Edward's Hairstyling on its 60th year in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2017.

[Signature] Robert M. Damminger Freeholder Director

Giuseppe (Joe) Chila Freeholder Deputy Director

[Signature] Daniel Christy Freeholder

[Signature] James B. Jefferson Freeholder

[Signature] Lyman Barnes Freeholder

[Signature] Frank J. DiMarco Freeholder

[Signature] Heather Simmons Freeholder

ATTEST: [Signature] Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

THE MONOGRAM SHOPPE
ON ITS 30th YEAR IN BUSINESS
1987-2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize The Monogram Shoppe on its 30th year in business in the County of Gloucester; and

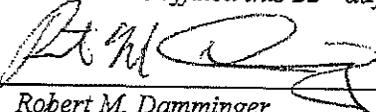
WHEREAS, The Monogram Shoppe, a custom embroidery business located in Woodbury, was started in 1987 at the home of Dottie McQuade. In 1988, the business had outgrown her home and was relocated to the corner of Broad and Hopkins Street in the center of Woodbury. Again outgrowing the space, The Monogram Shoppe moved to 146 South Broad where it operated for many years; and

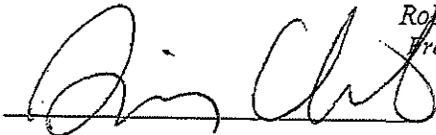
WHEREAS, in April of 1992 longtime Monogram Shoppe employee, Dottie Lange, became a partner in the business and helped continue service to many businesses in Woodbury and the surrounding region. In June of 2012 the business moved yet again to its current location at 5 South Broad, Woodbury, at the corner of Broad and Delaware streets; and

WHEREAS, The Monogram Shoppe has reached the milestone of 30 years in business by starting with the dream and determination of one woman and expanding, growing and building a reputation of fine craftsmanship and dedicated customer service. The Monogram Shoppe offers custom embroidery with no minimums and no restrictions on where the items to be embroidered are purchased. Personal interaction with and genuine care for their customers is what has kept The Monogram Shoppe in business since 1987; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize The Monogram Shoppe on its 30th year in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2017.


Robert M. Damminger
Freeholder Director



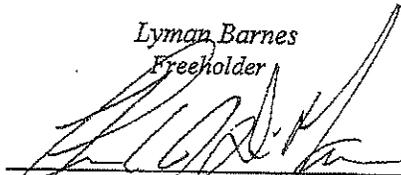
Giuseppe (Joe) Chila
Freeholder Deputy Director



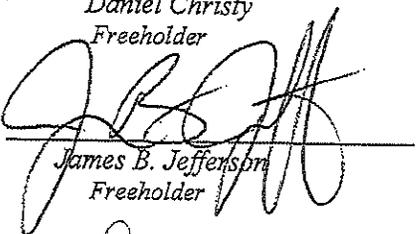
Lyman Barnes
Freeholder



Daniel Christy
Freeholder



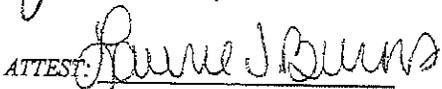
Frank J. DiMarco
Freeholder



James B. Jefferson
Freeholder



Heather Simmons
Freeholder

ATTEST: 

Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

KIMCO GRAPHICS

ON ITS 30th YEAR IN BUSINESS

1987-2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Kimco Graphics on its 30th year in business in the County of Gloucester; and

WHEREAS, Kimco Graphics, a graphic design and print studio located in Woodbury, was founded by Kit Reeve, a Glassboro State College (now Rowan University) graduate with a Bachelor's degree in Graphic Design and Illustration, who recognized the need for effective, economical and efficient design in a changing analog to digital design environment; and

WHEREAS, since 1987, Kimco Graphics has provided customized graphic design and print production services to a variety of corporate, small business, government and nonprofit agencies and remains committed to delivering responsive, personalized services and superior design and printing solutions tailored to budget needs and deadlines; and

WHEREAS, Kimco Graphics has reached the milestone of 30 years in business by delivering effective, economical and efficient graphic design to its customers since 1987; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Kimco Graphics on its 30th year in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2017.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST: Latrie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

GRAY FOX ANIMAL HOSPITAL
ON ITS 30TH YEAR IN BUSINESS
1986-2016

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Gray Fox Animal Hospital on its 30th year in business in the County of Gloucester; and

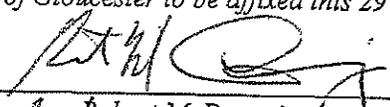
WHEREAS, Gray Fox Animal Hospital was opened in 1986 by husband and wife team Dr. Lee Spector and Dr. Bernadette Spector. They originally met at a dance party and worked together at Rothman Animal Hospital in Collingswood. Their love of animals combined with a love for dance and each other led them to marry and then open Gray Fox Animal Hospital in Woodbury Heights; and

WHEREAS, Gray Fox Animal Hospital was opened based on the philosophy that pets are members of the family who deserve the best medical treatment available and they perform all of the services you can expect for all pets and more. Dr. Lee Spector and Dr. Bernadette Spector both had childhood dreams to become veterinarians and help God's creatures. They endeavor to help their human counterparts as well. Bernadette is an active member of the Greater Woodbury Chamber of Commerce as 2nd Vice President. Both danced in the Gloucester County Dancing with the Stars competition to raise money for charity. Bernadette raised over 37 thousand dollars in 2011 for Pet Savers and Lee raised over 19 thousand dollars in 2012 for the Gloucester County Education Network. Lee is an avid runner and has participated in and sponsored many 5ks and marathons that support the community; and

WHEREAS, Gray Fox Animal Hospital has reached the milestone of 30 years in business by basing its practice on the pure love of all animals, with a mission of working together with their trusted staff to understand their patients' needs and treating them and their owners with the utmost respect; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Gray Fox Animal Hospital on its 30th year in business.

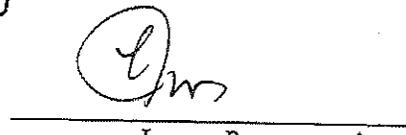
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 29th day of March, 2017.



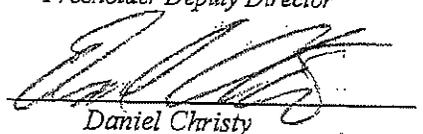
Robert M. Damminger
Freeholder Director



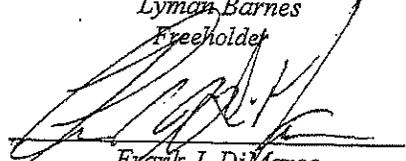
Giuseppe (Joe) Chila
Freeholder Deputy Director



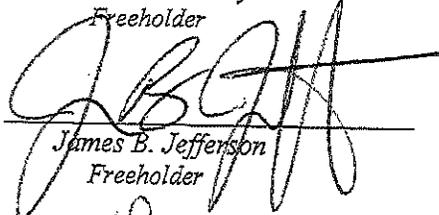
Lyman Barnes
Freeholder



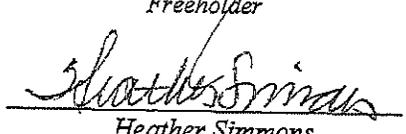
Daniel Christy
Freeholder



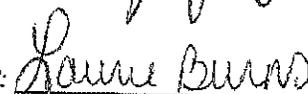
Frank J. DiMarco
Freeholder



James B. Jefferson
Freeholder



Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

A-1

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WEST DEPTFORD FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS

WHEREAS, West Deptford has an obligation to make pilot payments to the County under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74); and

WHEREAS, West Deptford acknowledges that there are outstanding pilot payments in the amount of \$160,891.47 for payments prior to 2015 and interest in the amount of \$25,342.92 for the years 2015 and 2016 due and owing to the County, for a total amount of \$186,234.39; and

WHEREAS, the County agrees to accept four equal installment payments, as payment in full, for the outstanding pilot payments due prior to 2015 and interest for the years 2015 and 2016 as follows:

- \$46,558.60 due in March of 2017
- \$46,558.60 due in June of 2017
- \$46,558.60 due in September of 2017
- \$46,558.60 due in December of 2017

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Agreement with the Township of West Deptford to accept outstanding pilot payments in the amount of \$160,891.47 for payments prior to 2015 and interest in the amount of \$25,342.92 for the years 2015 and 2016, for a total amount of \$186,234.39 and the payments shall be made in four (4) equal installments in the amount of \$46,558.60 each in March, June, September, and December of 2017; and

BE IT FURTHER RESOLVED, the Gloucester County Treasurer's Office is hereby authorized to accept the payments as made.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 1, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

AGREEMENT

by and between

TOWNSHIP OF WEST DEPTFORD

and

COUNTY OF GLOUCESTER

FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS

Dated: March 1, 2017

**AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE
COUNTY OF GLOUCESTER FOR THE PAYMENT OF OUTSTANDING PILOT
PAYMENTS**

THIS AGREEMENT ("Agreement"), dated _____ 2017, is made by and between the Township of West Deptford, a body politic and corporate of the State of New Jersey (hereinafter referred to as "West Deptford"), and the County of Gloucester (hereinafter referred to as "County"), a body politic and corporate of the State of New Jersey (collectively hereinafter referred to as "Party/Parties").

RECITALS

WHEREAS, West Deptford has an obligation to make pilot payments to the County under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74); and

WHEREAS, West Deptford acknowledges that there are outstanding pilot payments in the amount of \$160,891.47 for payments due prior to 2015 and interest in the amount of \$25,342.92 for the years 2015 and 2016 due and owing to the County for a total amount due of \$186,234.39 as per the attached Exhibit "A"; and

WHEREAS, the County has agreed to accept installment payments under the terms outlined below for the payment of the outstanding pilot payments and interest due from West Deptford; and

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

This Agreement sets forth the specific provisions for the Agreement between West Deptford and the County for payment of outstanding pilot payments and interest, as follows:

A. TERMS

1. West Deptford hereby acknowledges and agrees to pay the sum of \$186,234.39 to the County for the outstanding pilot payments and interest due to the County as per the attached Exhibit "A".
2. County agrees to accept four equal installment payments, as payment in full, for the outstanding pilot payments due prior to 2015 and interest for the years 2015 and 2016 as follows:

\$46,558.60 due in March of 2017
\$46,558.60 due in June of 2017
\$46,558.60 due in September of 2017
\$46,558.60 due in December of 2017

3. The Parties acknowledge that upon payment of the amounts owed herein, that West Deptford is current on its obligation to make pilot payments through December 31, 2016.

B. MISCELLANEOUS

1. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.
2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
3. **Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.
4. **Amendments.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
5. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the TOWNSHIP OF WEST DEPTFORD:
Deborah Turner-Fox, Township Administrator
Township of West Deptford
400 Crown Point Road
West Deptford, New Jersey 08086

If to the COUNTY OF GLOUCESTER
Tracey N. Giordano, Treasurer
County of Gloucester
P.O. Box 337
Woodbury, New Jersey 08096

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

9. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

10. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

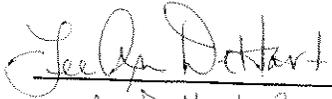
C. EFFECTIVE DATE

This Agreement shall be effective as of this _____ day of _____, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Agreement.

D. SIGNATURES

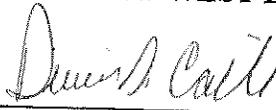
IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:



Lee Ann Dettart, RMC

TOWNSHIP OF WEST DEPTFORD

By: 

Denice DiCarlo, Mayor

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

By: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

WEST DEPTFORD INTEREST DUE ON PILOT PAYMENTS
REVISED

	<u>DATES</u>	<u>PILOT PAYMENT</u>	<u>INTEREST</u>
RIVERWINDS GOLF COURSE	2011-2014	\$ 8,785.70	\$ 1,377.43
RIVERWINDS RESTAURANT	2009-2014	\$ 21,463.79	\$ 4,853.77
RIVERCOVE APARTMENTS	2008-2014	\$ 108,128.65	\$ 16,282.13
TOTALS		<u>\$ 138,378.14</u>	<u>\$ 22,513.33</u>
GRAND TOTAL		\$ 160,891.47	

PAYMENTS - 4 FOR PRIOR TO 2015

March-17	\$ 40,222.87	
June-17	\$ 40,222.87	
September-17	\$ 40,222.87	
December-17	\$ 40,222.87	
TOTAL	<u>\$ 160,891.47</u>	DUE

<u>DATES</u>	<u>PILOT PAYMENT</u>	<u>INTEREST</u>	<u>TOTAL PILOT PAYMENT</u>	<u>TOTAL INTEREST</u>	<u>GRAND TOTAL</u>
2015-2016	\$ 4,798.10	\$ 1,694.37	13,583.80	3,071.80	16,655.60
2015-2016	\$ 8,043.19	\$ 3,887.44	29,506.98	8,841.21	38,348.19
2015-2016	\$ 46,945.52	\$ 19,661.10	155,074.17	35,943.29	191,017.39
TOTALS	<u>\$ 59,786.81</u>	<u>\$ 25,242.90</u>	<u>198,164.95</u>	<u>47,856.29</u>	<u>246,021.18</u>
	\$ 85,129.72				\$ 246,021.18

YEARS 2015 & 2016

PAID 2015	\$ 29,594.81	NO INTEREST PAID
PAID 2016	\$ 30,391.99	NO INTEREST PAID
TOTAL	<u>\$ 59,986.80</u>	

\$ 85,129.72 INTEREST DUE

EXHIBIT "A"

WEST DEPTFORD TOWNSHIP

RESOLUTION 2017- 98

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE COUNTY OF GLOUCESTER FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") has an obligation to make PILOT payments to the County of Gloucester (hereinafter referred to as "County") under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74); and

WHEREAS, the Township acknowledges that there are outstanding PILOT payments due to the County; and

WHEREAS, the Township and the County desire to resolve this matter; and

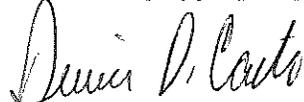
WHEREAS, the County has agreed to accept installment payments for the outstanding PILOT payments and interest under the terms of the attached Agreement between the Township of West Deptford and the County of Gloucester for the Payment of the Outstanding PILOT Payments (hereinafter referred to as "Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

1. That the Township Committee does hereby authorize and approve the execution of the attached Agreement between the Township of West Deptford and the County of Gloucester for the Payment of Outstanding PILOT Payments.
2. That the Mayor and/or Township Administrator be and is hereby authorized to execute said Agreement on behalf of the Township.

ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on February 15, 2017.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

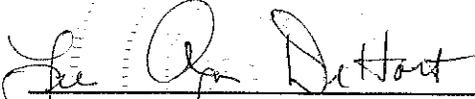
ATTEST:



LEE ANN DEHART, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on February 15, 2017.



LEE ANN DEHART, Registered Municipal Clerk

A-2

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, in Saint Gobain Performance Plastics v. East Greenwich Township, Docket Number 007042-2016, represented by Bruce J. Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 204, Lot 11.04; and

WHEREAS, pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 204, Lot 11.04, Plaintiff, Saint Gobain Performance Plastics v. East Greenwich Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2016	\$3,815,700	\$3,300,000
2017	\$3,815,700	\$3,000,000

BE IT FURTHER RESOLVED, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 1, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

AZ

Eric M. Campo, Esquire
Attorney Identification No.: 026721998
COUNSEL TO GLOUCESTER COUNTY OFFICE OF ASSESSMENT
1200 North Delsea Drive – Building A
Clayton, New Jersey 08312
(856) 307-6425; Fax (856)307-6447

SAINT GOBAIN PERFORMANCE PLASTICS,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
	:	
Plaintiff,	:	Docket No.: 007042-2016
	:	<i>Civil Action</i>
v.	:	
	:	Honorable Patrick DeAlmeida, P.J.T.C.
EAST GREENWICH TOWNSHIP,	:	
	:	STIPULATION OF SETTLEMENT
Defendant.	:	

1. It is hereby **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block 204	Lot 11.04	Unit Qualifier
Street Address 208 Harmony Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 845,000	N/A	\$ 845,000
Improvements	\$2,970,700		\$2,455,000
Total	\$3,815,700		\$3,300,000

2. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 204	Lot 11.04	Unit Qualifier
Street Address 208 Harmony Road		Year 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 845,000	\$ N/A	\$ 845,000
Improvements	\$ 2,970,700	\$	\$ 2,155,000
Total	\$ 3,815,700	\$	\$ 3,000,000

3. Plaintiff shall file an appeal for 2017 to enforce the within settlement, and provisions of the Freeze Act of N.J.S.A. 54:51A-8 will apply to 2017 assessment.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

Dated: _____

BRUCE J. STAVITSKY, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

East Greenwich

B204 L11.04	Year	Assessment	Judgment	Difference	County Taxes	Total Taxes	
	2016	3,815,700	3300000	515700	3940	16585	
	2017	3,815,700	300,000	815,700	6,232	26,233	Estimated

B-1

RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2017 TO FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$49,000.00

WHEREAS, there exists a need for the County to contract for the services of a Medical Director relative to the Gloucester County Regional EMS program; and

WHEREAS, the County requested proposals, via RFP#017-011, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that Cooper University Hospital located at One Cooper Plaza, Keleman 152, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed \$49,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County Budget; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Cooper University Hospital for the provision of services as Medical Director for the Gloucester County Regional EMS program, in an amount not to exceed \$49,000.00, from March 1, 2017 to February 28, 2018; and

BE IT FURTHER RESOLVED, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 1, 2017 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COOPER UNIVERSITY HOSPITAL,
AND
COUNTY OF GLOUCESTER**

B-1

THIS CONTRACT is made effective the 1ST day of April, 2017, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **COOPER UNIVERSITY HOSPITAL**, with offices at 1 Cooper Plaza, Keleman 152, Camden, NJ 08103, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester for professional services as Medical Director for the Gloucester County Regional EMS Program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one (1) year, from March 1, 2017 to February 28, 2018.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor’s proposal dated January 30, 2017 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal (“RFP”) 017-011. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$49,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor’s services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the

necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP#017-011, and Vendor's responsive proposal, dated January 30, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP#017-011.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#017-011 issued by the County of Gloucester and Vendor's responsive proposal dated January 30, 2017. Should there occur a conflict between this form of Contract and RFP#017-011, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP#017-011, and the

Vendor's proposal dated January 30, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 1st day of March, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COOPER UNIVERSITY HOSPITAL

**By:
Title:**

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-017-011 - GCEMS Medical Director – Cooper University Hospital.

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
<p>A. <u>Proposal contains all required checklist information</u> All required documentation submitted</p> <p><u>5</u> points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Over 10 board certified physicians to perform functions listed in the RFP.</p> <p><u>25</u> points</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Our current provider with experience in providing medical direction to all of our squads.</p> <p><u>25</u> points</p>	23
<p>D <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan very detailed. Several functions currently accomplished within EMS.</p> <p><u>25</u> points</p>	24
<p>E. <u>Reasonableness of Cost Proposal</u> Standard Medical Direction for Physician coverage Board certified Physicians. 10 hours of Physicians, 6 hours of field work, 2 hours for Admin clinic and 2-3 hours for chart care. Fee for above Services would be \$49,000.00</p> <p><u>20</u> points</p>	13
TOTALS	89

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR ENGINEERING PROJECT #17-07 FROM MARCH 1, 2017 TO
FEBRUARY 28, 2018 FOR \$233,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 1, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road, (P.O. Box 68) Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project for \$233,000.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of this contract to South State for a term of one (1) year from March 1, 2017 to February 28, 2018 for \$233,000.00. This Contract is for estimated units of service which does not obligate the County to make any purchase; and

WHEREAS, the Contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$233,000.00, pursuant to CAF #17-01293, to be charged against budget line item C-04-15-012-165-12216 for \$183,693.05, and line item C-04-16-012-165-12216 for 49,306.95.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board to attest to a contract with South State, Inc. for the Project in the amount of \$233,000.00, per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 1, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.**

C-1

THIS CONTRACT is made effective this 1st day of **March 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at PO Box 68, 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations Throughout Gloucester County", Engineering Project #17-07 (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year term from March 1, 2017 to February 28, 2018.
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$233,000.00 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as 17-07 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set

forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of

County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PROCEDURE FOR PAYMENT OF BILLS. The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. Contract Performance Pending Mediation. During mediation proceedings,

Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 1st day of **March 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

SOUTH STATE, INC.

**By:
Title:**

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-01293

ORDER DATE: 02/14/17
 REQUISITION NO: R7-01340
 DELIVERY DATE:
 STATE CONTRACT: ENG. 17-07
 ACCOUNT NUM:

Pg 1

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 GLOUC. CO ENGINEERING DEPT.
 1200 N. DELSEA DR. BLDG A
 CLAYTON, NJ 08312
 856-307-6600

**V
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R**
 SOUTH STATE INC
 PO BOX 68
 202 REEVES ROAD
 BRIDGETON, NJ 08302
 VENDOR #: SOUTH290

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	17-07 construction contract		233,000.0000	233,000.00
	78.84 %	C-04-15-012-165-12216		
		Countywide Concrete/Curbing & ADA (SA)		
	21.16 %	C-04-16-012-165-12216		
		Countywide Concrete/Curb/Sidewalk (SA)		
	Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations Throughout Gloucester County			
	Engineering Project #17-07			
	Passed by Resolution: March 1, 2017			
	TO BE TAKEN IN PARTIALS			
			TOTAL	233,000.00

CLAIMANT'S CERTIFICATION & DECLARATION
 I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION
 I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE
**DO NOT ACCEPT THIS ORDER
 UNLESS IT IS SIGNED BELOW**

Tracey H. Hurdell

 TREASURER / CFO

[Signature]

 PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Office of the County Engineer
County of Gloucester

Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project Various Locations throughout Gloucester County, New Jersey

Engineering Project #17-07 REBID

Bid Date: Wednesday, February 1, 2017

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 17-07 REBID

Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	1	L.S.	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
	1	L.S.	\$500.00	\$500.00	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00		
Height Concrete Vertical Curb	1000	LF	\$40.00	\$40,000.00	\$90.00	\$90,000.00	\$55.00	\$55,000.00		
crete Sloping Curb	200	LF	\$40.00	\$8,000.00	\$175.00	\$35,000.00	\$70.00	\$14,000.00		
awalk, 4" Thick	1200	SY.	\$105.00	\$126,000.00	\$160.00	\$192,000.00	\$145.00	\$174,000.00		
arning Surface	75	SY	\$220.00	\$16,500.00	\$385.00	\$28,875.00	\$195.00	\$14,625.00		
eway Reinforced, 6" Thick	50	SY.	\$100.00	\$5,000.00	\$155.00	\$7,750.00	\$205.00	\$10,250.00		
1 Casting	15	UNIT	\$400.00	\$6,000.00	\$850.00	\$12,750.00	\$1,350.00	\$20,250.00		
ilet Type B w/ new casting	10	UNIT	\$1,500.00	\$15,000.00	\$2,400.00	\$24,000.00	\$5,000.00	\$50,000.00		
lanhole	5	UNIT	\$1,200.00	\$6,000.00	\$2,000.00	\$10,000.00	\$4,000.00	\$20,000.00		
				\$233,000.00		\$298,265.00		\$448,125.00		

Vincent M. Vollaggio, P.E.
Gloucester County Engineer

2-8-17

date

RESOLUTION AUTHORIZING CONTRACT WITH ROAD SAFETY SYSTEMS, LLC FROM MARCH 1, 2017 TO FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$209,225.00

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for the construction of the “2017-18 Gloucester County Guiderail Maintenance Project”, Engineering Project #1709 (hereinafter the “Project”); and

WHEREAS, bids were publicly received and opened on February 9, 2017; and

WHEREAS, after following proper bidding procedure, it was determined that Road Safety Systems, LLC with an office address of 12 Park Drive, Shamong, NJ 08088 was the lowest responsive and responsible bidder for Project for an amount not to exceed \$209,225.00; and

WHEREAS, the contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this contract shall be for a period of one (1) year from March 1, 2017 to February 28, 2018. Continuation of the contract beyond December 31, 2017 is conditioned upon approval of the 2018 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Road Safety Systems, LLC for the Project, in an amount not to exceed \$209,225.00 as per the prices set forth within the respective bid proposal, from March 1, 2017 to February 28, 2018.

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ROAD SAFETY SYSTEMS, LLC**

THIS CONTRACT is made effective this 1ST day of **March 1, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **ROAD SAFETY SYSTEMS, LLC**, a New Jersey Corporation, with offices at 12 Park Drive, Mount Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "2016-17 Gloucester County Signal Maintenance Project," Engineering Project #17-09 (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a one (1) year term from March 1, 2017 to February 28, 2018.

2. **COMPENSATION**. This Contract is an open-ended contract and shall be for an amount not to exceed \$209,225.00. The Contract shall be for estimated units of service and materials, as set forth in the Bid Specifications for Bid#17-09 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver all services and materials at this prices and price per unit as set forth in the Proposal. Since this is an open-ended contract, the County is not required to make any purchases hereunder.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications and the Proposal, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project, as needed and requested by the County.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. Contract Performance Pending Mediation. During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

C. When Mediation May be Demanded. Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

D. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by

reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this **1st** day of **March, 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROAD SAFETY SYSTEMS, LLC

By: (print name)
Title:

Office of the County Engineer
 County of Gloucester
 2017-2018 Guidedall Maintenance Project
 Engineering Project #17-09

Bid Date: Thursday, February 9, 2017

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 17-09

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	L.S.	\$500.00	\$500.00	\$1.00	\$1.00	\$9,000.00	\$9,000.00
2	Clearing Site	1	L.S.	\$500.00	\$500.00	\$4,975.00	\$4,975.00	\$14,895.00	\$14,895.00
3	Beam Guide Rail	1000	L.F.	\$32.00	\$32,000.00	\$20.00	\$20,000.00	\$34.00	\$34,000.00
4	Beam Guide Rail Bridge	200	L.F.	\$76.00	\$15,200.00	\$100.00	\$20,000.00	\$65.00	\$13,000.00
5	Thrie Beam Guide Rail, Bridge	200	L.F.	\$76.00	\$15,200.00	\$165.00	\$33,000.00	\$75.00	\$15,000.00
6	Rub Rail	200	L.F.	\$7.50	\$1,500.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00
7	Flared Guide Rail Terminal	20	Unit	\$2,550.00	\$51,000.00	\$2,200.00	\$44,000.00	\$3,250.00	\$65,000.00
8	Tangent Guide Rail Terminal	20	Unit	\$2,750.00	\$55,000.00	\$2,500.00	\$50,000.00	\$3,200.00	\$64,000.00
9	Controlled Release Terminal	15	Unit	\$795.00	\$11,925.00	\$1,750.00	\$26,250.00	\$300.00	\$4,500.00
10	Beam Guide Rail Anchorage	10	Unit	\$795.00	\$7,950.00	\$700.00	\$7,000.00	\$650.00	\$6,500.00
11	Beam Guide Rail Post	100	Unit	\$50.00	\$5,000.00	\$85.00	\$8,500.00	\$100.00	\$10,000.00
12	Flexible Delimiters, Guide Rail Mounted	100	Unit	\$4.50	\$450.00	\$5.00	\$500.00	\$4.00	\$400.00
13	Beam Guide Rail Element	1000	L.F.	\$7.00	\$7,000.00	\$18.00	\$18,000.00	\$32.00	\$32,000.00
15	Beam Guide Rail Blockout	50	Unit	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$5.00	\$250.00
16	Reset Beam Guide Rail With Existing Posts	1000	L.F.	\$5.00	\$5,000.00	\$10.00	\$10,000.00	\$0.01	\$10.00
Total Bid					\$209,225.00		\$246,226.00		\$269,555.00

bidder 1 of 3
 Road Safety Systems, LLC
 12 Park Drive
 Shamong, New Jersey 08088
 John Flemming Phone: 609-801-9392 Fax:
 609-801-9334
 Email:john@roadsafesystem.com

bidder 2 of 3
 M. L. Ruberton
 PO Box 564, 1512 Mays Landing Road
 Hammonton, New Jersey 08037
 Andrew G. Beronito Phone: 609-561-3800 X28
 Fax: 609-561-8349 Email:andy3@ruberton.com

bidder 3 of 3
 J. Fletcher Creamer & Son
 1219 Mays Landing Road
 Folsom, New Jersey, 08037
 Robert M. Scheetz Phone: 609-481-3377 Fax:
 609-561-2640 Email:rscheetz@jfcson.com

Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

date

2-10-17

0-3

RESOLUTION AUTHORIZING MODIFICATION #03 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$14,764.50

WHEREAS, the Gloucester County Board of Chosen Freeholders adopted a Resolution on December 16, 2015 to enter into Cost Reimbursement Agreement No. 2015-DT-BLA-FEP-421 (hereinafter "Agreement") with the New Jersey Department of Transportation (hereinafter "NJDOT") for \$537,804.50 for the "Proposed Resurfacing and Safety Improvements to Holly Avenue, County Route 624 from Broadway, (CR553A) to Delsea Drive, State Route 47 in the Borough of Pitman", Engineering Project 15-02FA; and

WHEREAS, by Resolution adopted April 20, 2016, Agreement Modification #01 was authorized to increase the amount by \$19,195.50 for a total amount of \$557,000.00, and, on December 7, 2016, Modification #02 was necessary to increase the amount by \$15,000.00, resulting in a new total amount of \$572,000.00; and

WHEREAS, modification #03 to the Agreement is necessary which will increase the total amount by \$14,764.50, for a new total amount of \$586,764.50; and

WHEREAS, and all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, Agreement Modification #03 relative to NJDOT Cost Reimbursement Agreement No. 2015-DT-BLA-FEP-421 to increase the amount by \$14,764.50, for a new total amount of \$586,764.50; and

BE IT FURTHER RESOLVED that all other terms and provisions of NJDOT Cost Reimbursement Agreement No. 2015-DT-BLA-FEP-421 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C-4

**RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,690,600.00**

WHEREAS, the Gloucester County Engineer has requested authority to submit an application to the New Jersey Department of Transportation (hereinafter "NJ DOT") for the Grant Agreement for Fiscal Year 2017 State Aid to Counties (hereinafter "State Aid") pursuant to the New Jersey Department of Transportation Trust Fund Authority Act; and

WHEREAS, the anticipated State Aid in the amount of \$3,690,600.00 to be received by the County will be used for the construction of roadway projects throughout Gloucester County as outlined in Exhibit A attached hereto; and

WHEREAS, the County acknowledges that the funds to be received will be utilized in compliance with all terms and conditions of the Grant Agreement for 2017 State Aid to Counties, and rules set forth in N.J.A.C. 16:20A and 16:20B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the application for the Grant Agreement with NJ DOT for Fiscal Year 2017 State Aid to Counties is hereby authorized, and that the Director of the Board is hereby authorized to sign and the Clerk of the Board is hereby authorized to attest to, said Grant Agreement and any other documents necessary to receive State Aid in the amount of \$3,690,600.00 on behalf of the County, and that execution of the Grant Agreement constitute acceptance of the terms and conditions of said Agreement and the rules set forth in N.J.A.C. 16:20A and 16:20B.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**GRANT AGREEMENT FOR FISCAL YEAR
2017 STATE AID TO COUNTIES**

C-4

Name of GRANTEE: Gloucester County

Mailing Address: Gloucester County
2 South Broad Street
Woodbury, New Jersey 08096-4604

E-mail Address:

Federal Tax Identification Number: 216000660

The total distance of 410 miles or a portion thereof may be approved by the Commissioner of Transportation. The total cost estimate for this County ATP is \$7,974,000. The GRANTEE requests \$3,690,600 in State funds.

BE IT RESOLVED, that this grant agreement is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of (see attached County ATP):

NOTE: For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the GRANTEE agrees that:

Terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES must be complied with by the GRANTEE. The Terms and conditions of the GRANT are available at the NJDOT Local Aid website at: http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf

N.J.A.C. 16:20A governs the rules on Local Aid to Counties. The rules establish guidelines and procedures to be followed by Counties when administering contracts. In addition, the rules provide the requirements for preparing plans and specifications, contracts administration, contract completion and payment, state participation in cost as well as audit requirements. GRANTEE is required to comply with these rules and all provisions contained in the N.J.A.C. 16:20A. The rules are available at the NJDOT Local Aid website at:

http://www.state.nj.us/transportation/business/localaid/pdf/county_rule.pdf and

By signing the GRANT AGREEMENT FOR STATE AID TO COUNTIES the GRANTEE reviewed and understands the current terms and conditions listed on our web site at:

http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf and agrees to comply with the current terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES and N.J.A.C. 16:20A and N.J.A.C. 16:20B.

AND further certifies that the Freeholder Director and Clerk are authorized to execute and attest this Agreement as evidenced by the resolution attached hereto.

**GRANT AGREEMENT FOR FISCAL YEAR
2017 STATE AID TO COUNTIES**

FOR THE GRANTEE

ATTEST and AFFIX SEAL

Name and Title

(Clerk)

Date

Freeholder Director

Date

FOR THE DEPARTMENT OF TRANSPORTATION

Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

FAO Number _____

Certification of Funds _____
Date

By _____
Director, Division of Accounting and Auditing

APPROVED: _____
Michael Russo
Director, Division of Local Aid and Economic Development

Date

ATTEST and SEAL

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on _____

Jacqueline Trausi
Secretary, Department of Transportation

Approval as to Form by Certification Process.

**GRANT AGREEMENT FOR FISCAL YEAR
2017 STATE AID TO COUNTIES
2017 Gloucester County ATP**

<u>Project Name</u>	<u>From</u>	<u>To</u>	<u>Distance (Miles)</u>	<u>Municipality</u>	<u>Cost Estimate</u> \$100,000
Countywide ADA and Concrete Improvement Project.	Countywide	Countywide	1	Various	
Countywide Drainage Improvement Project	Countywide	Countywide	410	Various	\$300,000
Countywide Traffic Sign Upgrades	Countywide	Countywide	410	Various	\$200,000
Intersection Improvements CR 610 & CR 612	Tuckahoe Road, CR 555	Corkery Lane, CR612	1.5	Monroe Township	\$110,0000
Reconstruction of Woodbury Glassboro Road	Pitman Avenue, CR 639	Route 47	1	Pitman Borough	\$1,500,000
Resurfacing and Safety Improvements to Blackwood Barnsboro Road County Route 603	Egg Harbor Road CR 630	Woodbury Turnersville Road CR 621	1.31	Deptford Township, Washington Township	\$1,000,000
Resurfacing and Safety Improvements to Blue Bell Road, County Route 633	New Malaga Road, CR 639	Corkery Lane, CR 612	2.61	Monroe Township, Monroe Township	\$24000
Resurfacing and Safety Improvements to Clayton Road, County Route 610	Fries Mill Road, County Route 655	Tuckahoe Road, County Route 555	2.12	Clayton Borough, Franklin Township, Franklin Township, Franklin, Township, Monroe	\$850,000
Resurfacing and Safety Improvements to Hurifville Grenloch Road CR 635	Skelly Lane	Woodbury Turnersville Road, CR 705	1.35	Washington Township	\$700,000
Resurfacing and Safety Improvements to Main Street & Mantua Boulevard	Rt 45	1500' past York Avenue	1.8	Mantua Township	\$1,200,000
Roadway Safety Long Life Striping	Countywide	Countywide	410	Various	\$200,000

SA-35-01

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

2017
SAGE
APPLICATION

TYPES OF IMPROVEMENT

Infrastructure	Purpose
<input type="radio"/> Bikeways	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways)
<input type="radio"/> Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
<input type="radio"/> Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
<input type="radio"/> Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
<input type="radio"/> Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
<input type="radio"/> Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
<input type="radio"/> Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guiderail, signing, warning devices, striping).

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Countywide ADA and Concrete Improvement Project.

From:

Countywide

To:

Countywide

Project Distance (Miles): 1

Grant Application and Agreement (; State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:

- Clayton Borough
- Deptford Township
- East Greenwich Township
- Elk Township
- Franklin Township
- Franklin Township
- Franklin Township
- Franklin Township
- Glassboro Borough
- Greenwich Township
- Greenwich Township
- Greenwich Township
- Harrison Township
- Logan Township
- Mantua Township
- National Park Borough
- Newfield Borough
- Paulsboro Borough
- Pitman Borough

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$100,000.00

Project Description:

This project will upgrade ADA ramps, improve sidewalks and driveway aprons along County Roadways throughout the County.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement f. State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Countywide Drainage Improvement Project

From:

Countywide

To:

Countywide

Project Distance (Miles): 410

Grant Application and Agreement (State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Glassboro Borough
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Wenonah Borough
West Deptford Township
Westville Borough
Woodbury City
Woodbury Heights Borough
Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$300,000.00

Project Description:

This project will replace and repair county drainage system countywide.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Intersection Improvements CR 610 & CR 612

From:

Tuckahoe Road, CR 555

To:

Corkery Lane, CR612

Project Distance (Miles): 1.5

Grant Application and Agreement { . State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:
Monroe Township

Grant Application and Agreement f(State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,100,000.00

Project Description:

This project will include the re-alignment and intersection improvements to Clayton Road, CR 610 and Williamstown Road, CR 612 in Monroe Township. Signal installation, resurfacing, signage, and striping.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

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CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Reconstruction of Woodbury Glassboro Road

From:

Pitman Avenue, CR 639

To:

Route 47

Project Distance (Miles): 1

Grant Application and Agreement of State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Pitman Borough

Grant Application and Agreement for State
Aid to Counties and Municipalities
CA-2017-Gloucester County-00011
Roadway Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,500,000.00

Project Description:

This is the reconstruction of Woodbury Glassboro Road, CR 553 from Rt. 47 to Pitman Avenue, CR639. It includes roadway improvements, drainage improvements, ADA improvements, as well as curbs, sidewalks and sign and striping improvements.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway_Preservation

PROJECT INFORMATION

Project Title:

Resurfacing and Safety Improvements to Blackwood Barnsboro Road County Route
603

From:

Egg Harbor Road CR 630

To:

Woodbury Turnersville Road CR 621

Project Distance (Miles): 1.31

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Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway Preservation

PROJECT INFORMATION

Municipality:

Deptford Township

Washington Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,000,000.00

Project Description:

This project includes the milling and resurfacing of County Route 603 from Egg Harbor Road to Woodbury Turnersville Road. Minor roadway widening and drainage improvements will also be included. The re-alignment of the intersection with Mt. Pleasant Avenue including roadway reconstruction and signal improvements at CR 621 are also part of this project.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway_Preservation

PROJECT INFORMATION

Project Title:

Resurfacing and Safety Improvements to Blue Bell Road, County Route 633

From:

New Malaga Road, CR 659

To:

Corkery Lane, CR 612

Project Distance (Miles): 2.61

Grant Application and Agreement for State

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Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Monroe Township

Monroe Township

Grant Application and Agreement for State
Aid to Counties and Municipalities
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Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$824,000.00

Project Description:

This project includes the resurfacing and minor widening of the entire roadway from Corkery Lane, CR 612 to New Malaga Road, CR659. This project will also include minor drainage improvements, signing and striping upgrades.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway_Preservation

PROJECT INFORMATION

Project Title:

Resurfacing and Safety Improvements to Clayton Road, County Route 610

From:

Fries Mill Road, County Route 655

To:

Tuckahoe Road, County Route 555

Project Distance (Miles): 2.12

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Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway Preservation

PROJECT INFORMATION

Municipality:

- Clayton Borough
- Franklin Township
- Franklin Township
- Franklin Township
- Franklin Township
- Monroe Township
- Monroe Township

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Aid to Counties and Municipalities
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Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$850,000.00

Project Description:

This project will include the complete resurfacing of the roadway from CR 655 to CR 555. Additionally, we will be performing minor widening to include pike lanes, which will connect two existing County bike lanes together.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway_Preservation

PROJECT INFORMATION

Project Title:

Resurfacing and Safety Improvements to Hurffville Grenloch Road CR 635

From:

Skelly Lane

To:

Woodbury Turnersville Road, CR 705

Project Distance (Miles): 1.35

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Roadway_Preservation

PROJECT INFORMATION

Project Location
County:

Gloucester County

Grant Application and Agreement for State

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CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Washington Township

Washington Township

Washington Township

Washington Township

Washington Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$700,000.00

Project Description:

This project includes the resurfacing and safety improvements to Hurffville Grenloch Road, County Route 635 in Washington Township Gloucester County. The entire roadway will be resurfaced, minor drainage improvements will be completed as well as striping and signage improvements completed.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Resurfacing and Safety Improvements to Main Street & Mantua Boulevard

From:

Rt 45

To:

1500' past York Avenue

Project Distance (Miles): 1.8

Grant Application and Agreement from State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State
Aid to Counties and Municipalities
CA-2017-Gloucester County-00011
Roadway Preservation

PROJECT INFORMATION

Municipality:

Mantua Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,200,000.00

Project Description:

This project includes the resurfacing and safety improvements to Main St, CR 553A as well as Mantua Ave., CR 632. We will also upgrade the roadway signage and striping, and ADA facilities

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway Safety

PROJECT INFORMATION

Project Title:

Countywide Traffic Sign Upgrades

From:

Countywide

To:

Countywide

Project Distance (Miles): 410

Grant Application and Agreement for State

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CA-2017-Gloucester County-00011

Roadway_Safety

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grants Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Safety

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Washington Township
Washington Township
Washington Township
Washington Township
Wenonah Borough

Project Information

CA-2017-Gloucester County-00011

lsbServiceAreaMunicipalities continued

West Deptford Township

Westville Borough

Woodbury City

Woodbury Heights Borough

Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway Safety

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$200,000.00

Project Description:

This project will allow for the upgrade and safety improvements to County roadway signage. This will be a Countywide project.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway Safety

PROJECT INFORMATION

Project Title:

Roadway Safety Long Life Striping

From:

Countywide

To:

Countywide

Project Distance (Miles): 410

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Roadway_Safety

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Glassboro Borough
Harrison Township
Logan Township
Mantua Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Wenonah Borough
West Deptford Township
Westville Borough
Woodbury City
Woodbury Heights Borough
Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

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Roadway_Safety

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$200,000.00

Project Description:

This project will provided for the installation of new roadway stripes, traffic markings, raised pavements, and guiderail improvements along County roadways.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

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TOTAL ESTIMATED AMOUNT

Allotment Amount:	\$3,690,600.00
Total Estimated Amount:	\$7,974,000.00
Total Requested Amount:	\$3,690,600.00

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

Applicant Information

Name of Grantee: Gloucester County

Organization Address

Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660
Vendor Number: 216000660-00
Vendor Unit:

GLOUCESTER CO

Application Initiation Date: 12/22/2016

Program: County Aid Application 2017
Total Center Line County Road Mileage: 410

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2017-Gloucester County-00011

SIGNATURE PAGE

Title of presiding officer who will be signing this agreement:
Freeholder Director

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FOR \$45,000.00 FOR GRANT PERIOD APRIL 7, 2017 TO SEPTEMBER 30, 2017

WHEREAS, driver inattention remains the most significant cause of fatal and incapacitating crashes and the County of Gloucester seeks to combat distracted driving especially at high crash and high driver distraction locations; and

WHEREAS, the County Prosecutor is eligible to apply to the New Jersey Division of Highway Traffic Safety for funding from the Distracted Driving Crackdown Grant which will be utilized for reimbursement of overtime for officers in conducting distracted driving enforcement details throughout the County; and

WHEREAS, the County Prosecutor's Office submitted the grant application to the County Treasurer for review, and the Treasurer has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested are for the total amount of \$45,000.00 for grant period April 7, 2017 to September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant application and any other necessary documents necessary to request and accept the Distracted Driving Crackdown Grant from the NJ Division of Highway Traffic Safety for the hereinabove purposes, for a total grant amount of \$45,000.00 from April 1, 2017 to September 30, 2017, to be used by the County Prosecutor's Office.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

GRANT REQUEST FORM

F1

DATE: February 7, 2017

1. TYPE OF GRANT

X NEW GRANT RENEWAL

2. GRANT TITLE: Distracted Driving Crackdown

3. GRANT TERM: FROM: 4/7/17 TO: 9/30/17

4. DATE APPLICATION DUE TO GRANTOR: 3/30/17

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: FED-2017-Gloucester County-00203

7. COUNTY DEPARTMENT: Prosecutor

8. DEPT. CONTRACT PERSON & PHONE NO. Det. Nicholas Schock 384-5635 or Dianna Broussard 384-5502

9. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To fund municipal officers' overtime and decrease the impact of traffic services on municipal budgets by conducting Distracted Driving enforcement details and activities throughout Gloucester County at predetermined high crash and high driver distraction locations. Distracted driving is a deadly behavior and in NJ driver inattention remains the most significant cause of fatal and incapacitating crashes.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? _____

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>45,000.00</u>	
CASH MATCH	\$ _____	_____

(Attach Documentation)

IN-KIND MATCH \$ _____
(Attached Documentation)
TOTAL PROGRAM BUDGET \$ 45,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 45,000.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ 45,000.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Sean F. Dalton, Prosecutor Signature

DATE: _____

*****PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:**

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

*****IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.**

*****IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.**

Gloucester County
FED-2017-Gloucester County-00203

GENERAL INFORMATION

Applicant Agency Gloucester County

Project Title Gloucester County Highway Safety Taskforce 2017 Distracted Driving C

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered Yes No

For information regarding CCR Registration [click here](#).

Project Period

From 4/1/2017 To 9/30/2017

Final financial claim due October 31.

Project period must be within current federal fiscal year (October 1 - September 30).

Type of Application

Initial Cont. Year 2 Year 3

Is this applicant organization non-profit? Yes No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)? Yes No

2/6/2017

Gloucester County
FED-2017-Gloucester County-00203

CONTACT INFORMATION

Project Director

Prefix: Mr.
First Name: Nicholas
Last Name: Schock
Title: Detective
Address 1: PO Box 623
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856 - 384 - 5635 ext.
Fax: 856 - 384 - 5596
E-mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3444 ext.
Fax: 856 - 845 - 2254
E-mail: tgiordano@co.gloucester.nj.us

2/6/2017

Gloucester County
FED-2017-Gloucester County-00203

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3395 ext.
Fax: 856 - 853 - 3308
E-mail: rdamminger@co.gloucester.nj.us

DRAFT

2/6/2017

NARRATIVE DESCRIPTION OF PROJECT

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

Distracted driving is a dangerous epidemic on America's roadways. In 2014 alone, 3,179 people were killed in distracted driving crashes. An estimated 431,000 people were injured in motor vehicle crashes involving a distracted driver. In New Jersey, driver inattention remains the most significant cause of fatal and incapacitating crashes. Driver inattention was cited as a contributing circumstance in 52 percent of the state's crashes in 2014 and was a contributing factor in more than 800,000 crashes total from 2010-2014.

Distracted driving is any activity that diverts a person's attention away from the primary task of driving. All distractions endanger driver, passenger, and bystander safety. These distractions include:

Texting

Using a cell phone or smartphone

Eating and drinking

Talking to passengers

Grooming

Reading, including maps

Using a navigation system

Watching a video

Adjusting a radio, CD player, or MP3 player

But, because using a hand held cell phone while driving to make calls or send text messages requires visual, manual, and cognitive attention from the driver, they are by far the most alarming distractions.

April is National Distracted Driver Month, which is a time to remind New Jersey motorists of the state's distracted driving laws, which include a ban on hand-held cell phone use and text messaging by all drivers and a ban on all cell phone use (hand held or hands free) by novice drivers.

From April 1-21, 2017, and then through September 30, 2017, police officers, on

Narrative Description of Project

FED-2017-Gloucester County-00203

Problem_Statement continued

an overtime basis, will conduct special enforcement patrols targeting distracted drivers. The patrols will consist of roving patrols and fixed checkpoints.

DRAFT

NARRATIVE DESCRIPTION OF PROJECT

Click the Browse button to add Problem Statement attachments.

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Reduce the number of m.v. fatalities in the state with a distracted driver contributing cause by 2.5 percent from the 2013-2015 calendar year average through distracted driving enforcement and education during the 2017 Distracted Driving Crackdown

Click the Browse button to add Objectives attachments.

Tasks

Distracted Driving enforcement and public awareness will be the focus of the effort.

Activities

Police officers from this agency will conduct distracted driving activities during the project period at predetermined high crash and high driver distraction locations.

METHODOLOGY (METHODS)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

REMINDER: As per directives from NHTSA (which provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.

This federally-funded grant project consists of an enforcement overtime campaign from April 1 through April 21, 2017. The project is designed to raise awareness about the dangers of distracted driving, to offer deterrence through visible enforcement, and to issue summonses for relevant motor vehicle violations. The grant will pay for 818 hours of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of \$55 per hour. The 818 overtime hours will be used for roving patrols and checkpoints.

This is a reimbursement grant. Participating departments will incur all costs and then submit the necessary documentation to the Division for reimbursement.

This is an enforcement campaign. A reasonable number of distracted driving related summonses are expected in relation to overtime hours worked.

The maximum project overtime rate is \$55.00 per hour regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs of fees should be considered in kind services or soft matches and are not a part of this grant. It is up to the agency to establish its pay rate for the project. The Division encourages agencies to pay all participating officers a flat \$55 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid less than \$55.00 - project will reimburse at \$55.00 per hour

Officers paid less than \$55.00 - project will reimburse at that lower rate

Officers paid more than \$55.00 - project will reimburse at \$55.00 per hour with the municipality covering the remainder of the rate

The maximum hourly rate to be reimbursed is \$55/hour, regardless of whether all the grant-budgeted hours are worked or not.

2/6/2017

MILESTONES

Task 1

Police officers from this agency will conduct distracted driving activities during the project period at predetermined high crash and high driver dist

Activity 1

This agency will place a heavy focus on distracted driving enforcement during the main campaign period of April 1-21. Follow up enforcement will continue beyond that through September 30, 2017.

Draft

EVALUATION

Evaluation

Describe how the expected results will be measured.
Administrative evaluation is required for all projects.
Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

This project will be administratively evaluated by the Division of Highway Traffic Safety in accordance with federal guidelines. Efficiency of the project will be judged based on the success of stated goals and objectives, the quality of enforcement and educational activities, and the timely submission of required reports. Project Activity Reports and Financial Reimbursement Requests will be submitted as required.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Gloucester County
FED-2017-Gloucester County-00203

EVALUATION

Click the Browse button to add attachments to Impact (Efficiency) Evaluation.

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

n/a

Draft

Gloucester County
FED-2017-Gloucester County-00203

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#).

- I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft

2/6/2017

Gloucester County
FED-2017-Gloucester County-00203

PROJECT LOCATION

- Please check this box if the project is statewide
- Please check this box if the project is countywide

County:

Municipalities:

Gloucester County

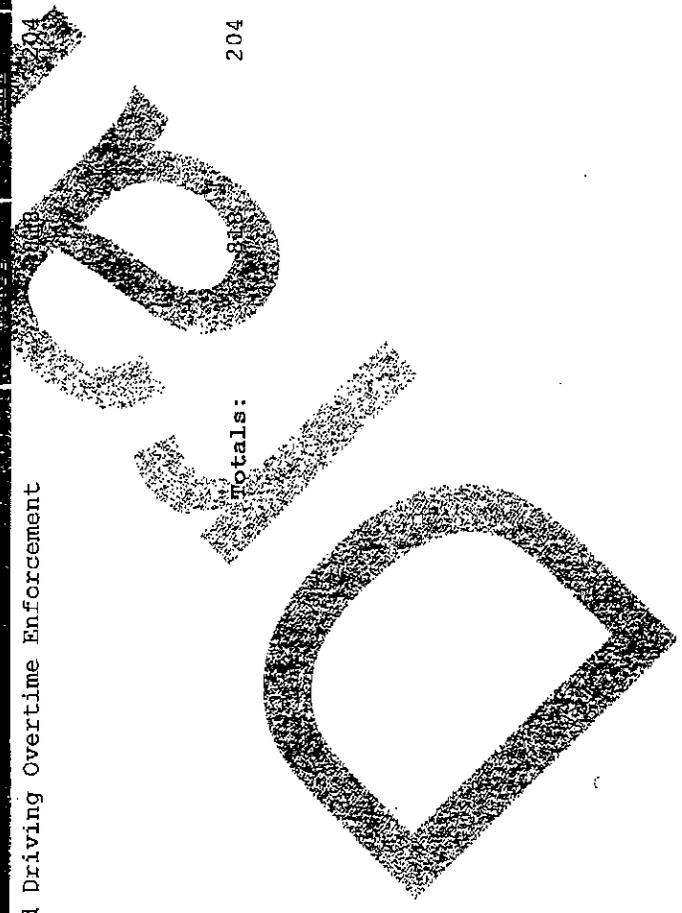
Draft

2/6/2017

ENFORCEMENT INFORMATION DETAILS

If this page is not applicable, check this box and click SAVE or F5/NEXT.

Offense	Number of Offenses	Fine	Total	Other	Total
Distracted Driving Overtime Enforcement	204	\$55.00	\$45,000		\$45,000
					\$0
					\$0
					\$0
					\$0
Totals:	204		\$45,000	\$0	\$45,000



Gloucester County
 FED-2017-Gloucester County-00203

BUDGET SUMMARY

Category	Requested Amount	Priority/Unbudgeted	Priority/Unbudgeted
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$45,000	\$0	\$45,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
Total:	\$45,000		\$45,000

DRAFT

2/6/2017

Gloucester County

FED-2017-Gloucester County-00203

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification regarding Debarment and Suspension can be found by clicking here.

- I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

Draft

2/6/2017

Federal Financial Accountability and Transparency Act Information Form

To be completed by Sub-Recipient:

- 1. Agency Name: Gloucester County Prosecutor's Office
- 2. City: Woodbury 3. State: NJ 4. Zip + 4: 08096- 9998
- 5. Congressional District: 5th
- 6. DUNS number: 95-736-2247
(<http://www.dnb.com/us/>)
- 7. Location of Primary Place of Performance of Project (if different than above):
City: Same as above State: _____ Zip +4: _____
Congressional District: _____
- 8. Central Contractor Registration Completed: Yes No _____
(<http://www.ccr.gov/>)
If No, please explain: _____
- 9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year received—
(a) 80 percent or more of its annual gross revenues in Federal awards; and
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

10. Signature of Agency Representative: Det [Signature]

To be completed by Division/Sub-Grantor:

- 1. Amount of Award: _____
- 2. Federal: _____ 3. Match or State Share: _____
- 4. Award Title: _____ 5. Award Number: _____
- 6. Transaction Type: _____
- 7. CFDA Number: _____
- 8. Program Source: _____

SIGNATURES

Project Director Approval

I approve this application for submission
Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission
Name:

Authorizing Official Approval

I approve this application for submission
Name:

Draft

**C-2/LINE ITEM NARRATIVE
DISTRACTED DRIVING CRACKDOWN
4/1/17 – 9/30/17**

SALARIES & WAGES

Overtime Reimbursement

To reimburse municipal police departments for overtime spent enforcing Distracted Driving Checkpoints and Saturation Patrols.

RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, JAG-1-8TF-15 FOR \$63,807.00, WITH AN IN-KIND MATCH OF \$20,781.00, FOR A TOTAL AMOUNT OF \$84,588.00, FOR GRANT PERIOD JULY 1, 2016 TO JUNE 30, 2017

WHEREAS, the County of Gloucester, through the Prosecutor's Office/Gangs, Guns and Narcotics Task Force works cooperatively with municipal police departments, neighboring county prosecutor's office, state law enforcement and federal agencies to tackle the increase in street gang activity, including narcotic distribution offenses, robberies and home invasions; and

WHEREAS, the County Prosecutor is eligible to apply to the New Jersey Division of Criminal Justice for funding from the Edward Byrne Memorial Justice Assistance Grant, JAG-1-8TF-15 to be utilized for the multi-jurisdictional County Gangs, Guns and Narcotics Task Force to partially fund salaries and related activities; and

WHEREAS, the County Prosecutor's Office submitted the grant application to the County Treasurer for review, and the Treasurer has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested are for the total amount of \$63,807.00, with an in-kind match of \$20,781.00 resulting in the total amount of \$84,588.00 for grant period July 1, 2016 to June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant application and any other necessary documents necessary to request and accept the Edward Byrne Memorial Justice Assistance Grant, JAG-1-8TF-15 from the NJ Division of Criminal Justice for the hereinabove purposes, for the total amount of \$63,807.00, with an in-kind match of \$20,781.00 resulting in the total amount of \$84,588.00 for grant period July 1, 2016 to June 30, 2017.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

for

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 2/01/17

- 1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 15-261

2. GRANT TITLE: Multi-Jurisdictional County Gang, Gun and Narcotics Task Forces

3. GRANT TERM: FROM: 7/1/16 TO: 6/30/17

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Sgt. Steven Ingram 224-8224

6. NAME OF FUNDING AGENCY: New Jersey Department of Law & Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Continuation funding to partially pay the salaries of five personnel of the Multi-Jurisdictional Gang, Gun and Narcotics Task Forces. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*")::

NAME	AMOUNT
<u>Steven Ingram</u>	<u>\$33,807</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 63,807

10. INDIRECT COST (IC) RATE: _____ %

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____ %

13. DATE APPLICATION DUE TO GRANTOR 8/15/16

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 2/01/17

1. GRANT TITLE: Multi-Jurisdictional Gang, Gun and Narcotics Task Forces
2. DEPARTMENT: Prosecutor's Office
3. GRANT ID NUMBER: STATE: JAG-1-8TF-15
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Robert Ash
5. FUNDING AGENCY PHONE NUMBER: 609-292-7334
6. GRANT AMOUNT: \$63,807
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: _____
8. CONTRACT PERIOD: FROM: 7/1/16 TO: 6/30/17
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 5th of each month following month of report

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: At this time we have received no indication that future funding will not be available. Funds distributed depend upon the total award amount available and divided to the counties based upon their Uniform Crime Reports (UCR) stats.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Continuation funding to partially pay the salaries of six personnel of the Gang, Gun and Narcotics Task Force, formerly known as the Narcotics Task Force. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: Sean F. Dalton
Sean F. Dalton, Prosecutor

DATE: 2/1/17

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1 _____
Signature

2 _____
Signature

Revised: 9/26/05

C-2
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-STF-15
July 1, 2016 – June 30, 2017

A. SALARIES & WAGES

101.01 - Salaries and Wages **\$33,807**

To partially fund the salary of one (1) member of the unit staff. The salary for this employee is based upon the PBA contract.

207 - Overtime Reimbursement **\$30,000**

To reimburse municipal police departments for overtime incurred by their "on loan" officers. Under the grant guidelines we are required to have municipal officers participate in our joint task force. The municipalities pay their regular rate salaries and this grant reimburses them for overtime incurred. In all instances we attempt to adjust schedules to incur minimal overtime, however depending upon the ongoing investigations the overtime incurred is unpredictable. Any remaining funds will be used toward overtime incurred by Prosecutor's Office investigators paid under this grant.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST**

APPLICANT: _____

INSTRUCTIONS: **The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 2 copies of the completed application.**

Application Content and Form Documents to be Completed and Returned:

- Applicant Information Form – Form Included
- Project Proposal
 - ***Problem Statement/Needs Assessment*** – Provided by Applicant
 - ***Goals, Objectives and Work Plan (Action Strategy)*** – Provided by Applicant
 - ***Partnership, Collaboration or Coordination of Services*** – Provided by Applicant
 - ***Project Management and Staff*** – Provided by Applicant
 - ***Data Collection/Performance Measures/Evaluation*** – Provided by Applicant
- Budget Detail Form – Form Included
- Budget Narrative (describing each category of the budget listed on Budget Detail Form) – Provided by Applicant
- Sources of Funds – Form Included
- Application Authorization – Form Included
- Accounting System and Financial Capability Questionnaire – Form Included
- Federal Single Audit Requirements Certification – Form Included
- Proof of Compliance Federal Single Audit Requirements – Provided by Applicant
- Indirect Cost Rate Fact Sheet – Form Included
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements – Form Included
- Department of Law & Public Safety Debarment and Suspension Certification – Form Included

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status – Provided by Applicant
- New Jersey Charitable Registration – Provided by Applicant
- Applicable Licenses, Certifications and Permits – Provided by Applicant
- Form 990-Income Tax Return – Provided by Applicant
- List of Officers/Directors/Trustees – Provided by Applicant
- Mandatory Waiver from Local Units of Government – Sample Form Included

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION**

C-2
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-8TF-15
July 1, 2016 – June 30, 2017

A. SALARIES & WAGES

101.01 - Salaries and Wages **\$33,807**

To partially fund the salary of one (1) member of the unit staff. The salary for this employee is based upon the PBA contract.

207 - Overtime Reimbursement **\$30,000**

To reimburse municipal police departments for overtime incurred by their “on loan” officers. Under the grant guidelines we are required to have municipal officers participate in our joint task force. The municipalities pay their regular rate salaries and this grant reimburses them for overtime incurred. In all instances we attempt to adjust schedules to incur minimal overtime, however depending upon the ongoing investigations the overtime incurred is unpredictable. Any remaining funds will be used toward overtime incurred by Prosecutor’s Office investigators paid under this grant.

STATE OF NEW JERSEY

**FY 15 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**



**APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED**



June 2016

Applicant Information Form

JAG Program

Project Duration Period (when to when):		Grant No.:JAG 1-8TF-15
Official Name of Applicant Agency: County of Gloucester		
Address: 2 South Broad Street		
City/State: Woodbury, NJ	Zip Code + 4: 08096-4604	Gloucester
Implementing Agency (if different than applicant):		
Agency Website:	Fiscal Year Start Date: 1/1/16	Federal ID Number: 216000660
Charitable Registration Number (if non profit & not exempt):		
Have there been any findings filed against the agency in regard to its charitable status?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate sheet.		

Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, Woodbury, NJ 08096			
Telephone:856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495

Name and Title of Project Director: Steven Ingram, Sergeant			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096-4604			
Telephone:856-224-8224	Ext.	Email: singram@co.gloucester.nj.us	Fax: 856-224-8239

Name and Title of Contact Person: Patti Reid, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: preid@co.gloucester.nj.us	Fax: 856-384-8624

Name and Title of Chief Financial Officer: Tracey Giordano, Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, Woodbury, NJ 08096			
Telephone: 856-853-3352	Ext.	Email: tgiordano@co.gloucester.nj.us	Fax: 856-251-6778

Name and Title of PMT Contact Person: Patti Reid, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, Woodbury, NJ 08096			

Telephone: 856-384-5532

Ext.

Email: preid@co.gloucester.nj.us

Fax: 856-384-8624

PROBLEM STATEMENT

Gloucester County is a suburban and rural county located in southern New Jersey. It is bordered by Camden, Salem, Atlantic and Cumberland counties. The Delaware River separates the western side of the county from the City of Philadelphia, Chester County, Pennsylvania and the State of Delaware. Gloucester County is located directly in the Philadelphia - Atlantic City corridor and the New York City - Philadelphia/Camden - Washington, DC corridor. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 290,951 residents. Gloucester County's population continues to surge at an extremely rapid rate. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295, State Highway 55 and 322 pass through the county giving gang members, drug couriers, and other criminals easy access from the major surrounding cities.

Located between Camden County to the north and Cumberland County to the south, Gloucester County is in a geographically precarious position. Camden City has a significant gang presence which contributes to the staggering percentage of the city's violent crimes and drug related offenses. Effective law enforcement efforts and successful gang recruitment has caused the gang problem to spread to suburban municipalities throughout Camden County. The reach of the gangs has recently and most notably extended into Gloucester County over the course of the past year. The municipalities of Bridgton, Millville, and Vineland (BMV) in Cumberland County are also combating a serious gang problem. Much like the influx of gang members into Gloucester County from Camden County, gang members from BMV are migrating to Gloucester County to establish their territory, recruit additional members, and set up narcotics trafficking operations.

Historically, intelligence information has shown that Philadelphia, Camden and New York are major source cities for controlled dangerous substances to include heroin, crack, powdered cocaine, marijuana, methamphetamine, prescription pills and Molly. Gloucester County is in an ideal geographic location for the motivated and entrepreneurial gang member or drug dealer. Gloucester County offers a unique combination of rural areas, suburban municipalities, and urban clusters, which all have relatively quick and easy access to major transportation arteries. This combination equates to a relatively easy commute to and from any suburban outpost in Gloucester County to and from Camden, Atlantic City or Philadelphia. Gang members have seen the potential for growth in the communities of Gloucester County and are beginning to establish a foothold in certain municipalities. The onset of a gang problem in Gloucester County has become apparent and the law enforcement community of Gloucester County has taken the appropriate steps in preparation to combat it.

In 1998, forty-eight (48) open air drug markets within Gloucester County were identified by the Gloucester County Narcotics Strike Force and local police departments. They were located in Paulsboro, Glassboro, Woodbury, Monroe, Clayton, Deptford, Franklin and Swedesboro. These locations were designated as "Quality of Life" Enforcement Zones. The designated zones were plagued with an increase of not only sales of crack, cocaine and marijuana, but crimes such as assaults, robberies, burglaries, thefts and crimes of violence. Drug related shootings and aggravated assaults have also occurred in these zones as a result of turf wars over drug corners and robberies of drug dealers and their buyers. Today, because of a

concerted effort of law enforcement, many of the originally designated "Quality of Life" zones are no longer identified as open air drug locations. Cooperative efforts amongst law enforcement agencies in Gloucester County to combat the problem of open air drug markets have been successful over the past decade. This same cooperation is going to be required to combat the burgeoning gang problem in Gloucester County.

Municipal police department budgets have been stretched to their limits in order to provide quality police services to the ever expanding municipalities in Gloucester County. In many cases the population expansion has been so rapid that departments are struggling to keep pace. Their ability to address issues pertaining to violent crimes and property crimes is being and will continue to be made much more difficult with the addition of the growing gang problem. Municipal police departments are ill equipped to provide the personnel or resources needed to conduct comprehensive investigations of violent street gangs. The need to maintain continual intelligence on the activities and operations of violent gangs and their members is paramount. This is undoubtedly a daunting task, but one that will be critical to the success of law enforcement in Gloucester County in combating violent gangs and establish a sound intelligence led policing initiative. The vast majority of municipal police departments do not have the personnel to assign an officer to be a full time "gang" officer and heavy reliance will be placed on the Gloucester County Gangs, Guns, and Narcotics Task Force (GGNTF) to supplement their law enforcement needs.

The Bloods continue to be the most dominant and prevalent gang in Gloucester County. Over one hundred and eighty six (186) members of the Bloods have been identified as either having residency in Gloucester County, served time in the Gloucester County Jail, or committed a criminal act in Gloucester County over the past six (6) years. Twenty (20) different street gangs, outlaw motorcycle gangs, and supremacy groups are represented in Gloucester County. They have been identified through the efforts of the Gloucester County Jail and the field contacts with members of the Gloucester County law enforcement community. It should be noted that the number of street gangs has actually decreased from thirty nine (39) to twenty (20).

Thirteen (13) different Blood sets were identified in Gloucester County over the last five (5) years. These sets represent the older, more established west coast Blood sets and also the sets spawned from the development of the east coast based United Blood Nation which began in the early 1990s. Intelligence sharing initiatives and the cultivation of confidential informants from within the ranks of the Bloods have been critical in tracking trends and the identification of new Bloods members. Documentation of gang members and activity along with the utilization of county wide intelligence has facilitated uniformity of gang member knowledge amongst the twenty-four (24) municipalities in Gloucester County. Numerous members of the Fruit Town Brims set of the Bloods were sentenced to multi-year state prison terms after the culmination of two successful long term investigations in 2008, which were assisted by the New Jersey State Police (NJSP). The removal of these gang members created a power vacuum amongst gang members in Gloucester County and specifically in the Glassboro/Clayton area. It should be noted that the epicenter of gang activity in Gloucester County is the Glassboro/Clayton area. Unfortunately, this vacuum was quickly filled by the 793 set of the Bloods in 2010. The number of the 793 Bloods in Glassboro swelled to over thirty (30) members. In addition to the increased membership, the 793 Bloods began dominating the lucrative open air

drug trade in the low income housing areas in Glassboro. Assaults and robberies increased in these low income areas as the 793 Bloods established their foothold.

Unfortunately, numerous members of the Fruit Town Brims have completed their prison sentences or have been paroled and have returned to the Glassboro/Clayton area. Reliable information from several informants indicates that the Fruit Town Brims are intent on regaining control of Glassboro/Clayton and have the 793 Bloods in their crosshairs. The 793 Bloods are comprised of younger members who have strong ties to the older members (who grew up in Glassboro/Clayton) of the Fruit Town Brims. These younger gang members are rumored to be abandoning the 793 set in favor of the Fruit Town Brims. The primary reason is they are fearful they will be a target of violence if they do not switch over to the Fruit Town Brims. They also realize the older members of the Fruit Town Brims are coming out of prison with additional gang member status and they are going to quickly re-establish their narcotics distribution connections. This is a dilemma that has been the focus of our targeting efforts.

After two successful long term narcotics investigations targeting the Fruit Town Brim set of the Bloods in Gloucester County resulted in extended state prison sentences for well established gang members, a power vacuum in the Glassboro/Clayton area quickly emerged. The vacuum was filled by a ranking member of the 793 Bloods from the Newark area. This individual who has effectively recruited nearly every member of the Glassboro based local street gang the "Dark Side Killers." 793 Bloods are intent on dominating the lucrative open air drug trade in the low income housing areas in Glassboro. It goes without saying that with the take-over of drug distribution territory the violence that goes along with defending it is sure to follow. This has come in the form of a rising conflict between 793 members and Fruit Town Brims who began returning from prison approximately five years ago.

According to the most recent New Jersey State Police Gang Survey of 2010, 45% of New Jersey's 565 municipalities reported some sort of gang presence, which is an increase of 2% from the 2007 survey. In 2007, 43% of New Jersey's 567 municipalities reported some sort of gang presence and 58% of Gloucester County's municipalities reported the presence of gangs. This is a significant rise from 2004 where 21% of Gloucester County's municipalities reported some sort of gang presence. These figures prove that gang presence is on the rise in Gloucester County.

UCR statistics for 2015 shows slight rise in violent crime when compared to the same time frame in 2014 in Gloucester County. In 2014, the number of firearms seized is one hundred and seventy five (175) and the number of persons charged with the unlawful possession of a firearm is fifty two (52). In 2013, the number of firearms seized was four hundred and ninety seven (497) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72). In 2015, the number of firearms seized is one hundred and seven five (175) and the number of persons charged with an unlawful possession of a firearm is seventy two (72), which shows we stayed the same in weapon seizures and an increase in arrests.

In summary, the presence of gang members in Gloucester County is apparent and they are routinely participating in a broad spectrum of crimes ranging from armed robberies, home invasions to organized fraud. We have diligently worked to prepare for this problem. We pride ourselves on tenaciously attacking the gang problem. We routinely look to be innovative in our approach. We have combined the resources of the GGNTF, the Fugitive Investigations Unit

(FIU), and the Intelligence Unit to utilize the skills and experience of each unit. We are battling the greatest challenge law enforcement in Gloucester County will face for the foreseeable future.

2. Project Description

The Gloucester County Gangs, Guns, and Narcotics Task Force intends on engaging in a multi-faceted initiative that will target drug traffickers, violent crime and the violent, and oftentimes repeat, offenders that perpetrate them. The initiative will be carried out by not only the Gloucester County GGNTF, but also many other law enforcement partners that will be working synergistically toward a common goal. It is a statistical fact that a small percentage of especially violent criminals are responsible for a large percentage of overall violent crime. This statistic holds true in Gloucester County as well. UCR violent crime statistics show a slight increase from 2014 to 2015 in Gloucester County. This proposed program is being instituted to not only combat a gang problem, but to also effectively mitigate the problem before it can gain momentum. We have learned lessons from our neighbors to the north and south, which were unable to stem the tide in time and are now playing catch up with gangs and the violent crime that inherently accompanies them.

Intelligence led policing and information sharing amongst the Gloucester County law enforcement collective will also be a major component of the initiative. This will lead to a more focused and timely enforcement approach. Suppressing gang activity quickly and responding swiftly to violent crime trends and surges will be largely based off of utilizing good intelligence. Information sharing has never been more critical. We have established a robust intelligence database that provides all law enforcement agencies in Gloucester County with access. It ensures we are all operating on the same page and eliminates departmental secrecy that has plagued law enforcement in the past. Technological resources are going to be significant factors in the quest for information superiority. New systems such as the Automated License Plate Recognition (ALPR) system have shown the incredible advantage high tech equipment can provide to law enforcement. The ALPR has already proven effective at tracking the activities of gang members and violent criminals. Its use will be increased during this initiative and for years to come.

The Gloucester County GGNTF has enjoyed success targeting drug traffickers, gang members and violent offenders through an effective measure of combining the resources of task force members with the Gloucester County Prosecutor's Office Fugitive and Intelligence Units. This has resulted in a synergistic approach to tracking, investigating, and arresting gang members and violent offenders. A marked increase in intelligence sharing coupled with a highly proactive approach to curtailing gang activity has yielded very positive results. Serial home invasions, armed robberies, and smash-and-grab burglaries have been the crimes of choice of gang members in Gloucester County. The Gloucester County intelligence liaison system and a broader informant network have proven invaluable in investigating these crimes. Several investigations into the serious crimes of gang members in Gloucester County during 2013 and into 2014 have been successfully resolved through intelligence sharing and maximizing cooperative law enforcement efforts.

During this past year we have started to have quarterly meetings with our municipal police departments where we kind of mirror an intelligence meeting but focus in on just narcotics, gang and gun information. We will share information on people, trends and investigations as well as to re-establish the close working relationship between the Gangs, Guns and Narcotics Task Force and the county's police departments.

We feel that in addition to the current method of Deconfliction, these meetings would be an excellent opportunity to not only discuss who the "players" are currently involved in criminal gang, gun and drug activity in the county but to also provide investigators a chance to meet and establish a dialog with each other outside of active investigations. With the pressing issue of having little to no man power we can all pull together and assist each other. This not only increased everyone's safety, but these experiences allowed investigators from another town to become familiar with people and places their own future investigations often led.

Eventually, it is our hope that these meetings will lead to the return of more frequent sharing of resources, funds, training, personnel, expertise, and equipment. Everyone is asked to be prepared to discuss any issues related to gang, gun and drug enforcement topics, such as interagency cooperation and assistance, available resources, developing trends, etc.

We have been working on an Opiate Initiative in our Schools. The Gloucester County Prosecutor's Office will lead the charge in creating an operative opiate initiative through county guided education, training and communications to empower its municipal communities to increase substance abuse awareness and introduce prevention preparedness.

Opiate overdose deaths have reached extreme proportions over the past decade. More people die from opiate overdose than cocaine and methamphetamine combined. One of the biggest problems with opiate abuse is that many people are using prescription painkillers for non-medical purposes. According to the national Institute for Drug Abuse by 2011 4.2 million Americans aged 12 and older had at least tried heroin.

The average community layperson is either uninformed and/or misinformed with regards to the stages of substance use disorder (SUD). The lack of education and awareness of treatment and resources is crippling to a healthy recovery process.

The American Medical Association labeled addiction as a disease over 70 years ago, but still today the clinical classification is impaired negatively due to the social stigma that is associated to the disease.

The training will consist of what different types of a controlled dangerous substance we are seeing throughout Gloucester County. We will really focusing in on several aspects from identifying what an opiate is to looking for warning signs of abuse.

Phase I: The training will be held on a regular basis as often as monthly or as little as quarterly depending on the need of the individual school district. Training will include up to date information on the opiate abuse, the latest trends on all controlled dangerous substances, and protocol on how to report identified or suspicious substance abuse. There will also be a chance for interactive learning through a role playing scenario

for teachers. With the proper training teachers and administrators should be able to identify the signs of drug abuse at an earlier enough stage to be able to combat the problem and help the youth in question.

Phase II: High / Middle school students & Parents- Get a monthly program together for the students involving Steered Straight. Getting the parents the information on dealing with a child who is suspected or using or who is known to be using. Parent2Parent.

Phase III: Elementary schools educating our youth on coping mechanisms. What is coping? Coping refers to what a person does in order to avoid, remove, minimize, or “get through” a stressful situation. Coping is defined as the process of making adaptations to meet personal needs and to respond to the demands of the environment. The coping process uses personal resources to manage routines, frustrations, and challenges of daily life in ways that seek to maintain or enhance feelings of wellbeing.

Identifying stress (name the feelings – accepting the feelings – expressing your feelings), taking care of oneself, basic needs (eating healthy, drinking plenty of water, getting enough sleep, grooming), outlets to deal with stress.

We will also be enlisting the assistance and expertise of prosecutors into our program. We have found that keeping the highest risk offenders off the street will result in limiting their chances for committing additional crimes, but also significantly reduces their influence in the community. Low bails, a sluggish legal process, and lenient plea bargaining have resulted in gang members and repeat violent offenders being back on the street sooner and more often. We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of “deals” that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. This integration has proven to be invaluable and its exploitation will be a major factor in providing part of the solution to keeping gang members and violent criminals off the street.

3. PROJECT GOAL(S), OBJECTIVES, AND ACTION STRATEGY

A. Project Goal(s)

The ultimate goal of this initiative will be to reduce violent crime in Gloucester County. Under the umbrella goal of reducing violent crime will be supplementary goals such as successfully targeting narcotic traffickers, violent gang members and repeat criminal offenders, increasing gun seizures, rapidly suppressing identified gang activity, streamlining the legal process for high risk offenders, and maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence. The accomplishment of these goals will undoubtedly lead to a higher quality of life for the community of Gloucester County.

B. Objectives

1. Successfully target narcotic traffickers & violent gang members and repeat criminal offenders: The GGNTF will work in conjunction with all law enforcement agencies participating in the anti-gang mission in Gloucester County to identify and target the most criminally active and violent gangs, gang members, and gang associates who have committed or are most likely to commit acts of violence. Narcotics trafficking remain the business of choice for most gang members in Gloucester County. This illicit activity is typically targeted by task force members to begin an investigation. Targets will be designated prior to the beginning of an operation. Once the target is selected, members of the GGNTF will work in conjunction with other law enforcement agencies and use all resources at their disposal to assist in their investigative efforts. Short term investigations that are likely to cause a significant and disruptive effect in the criminal community will be engaged in as often as possible. These investigations are likely to yield more strategic and long term investigations that will facilitate targeting high priority gang members by other investigative approaches. Intelligence collection, collation, and dissemination will be critical to objective driven gang/violent crime investigations.
2. A cooperative effort will be made to review and analyze all available data to identify, assess, and manage the risks of the most violent gangs and gang members: The GGNTF will target the high threat gang members through the use of weak links, surveillance, informants, warrant enforcement, strained gang member relationships, and other investigative measures. Prevention strategies that are successful are likely to result in exposing the target's vulnerabilities. Exposing the target's vulnerabilities is likely to lead to weakening the gang and potentially opening new investigations into the gang. This objective will be conducted immediately and will be ongoing. The number of investigations opened and arrests of violent offenders or gang members by task force members are outputs that will be measured. These statistics will be monitored monthly to determine the effectiveness of this strategy in meeting the objective. Staff assigned will be all task force members and their municipal police department liaison partners.
3. Increasing gun seizures: Targeting violent offenders and gang members who are known to carry weapons is a top priority of the task force. It is no surprise that narcotics trafficking, gang activity, and firearms all go hand in hand. In addition to full scale investigations targeting an individual known to carry a firearm or traffic in firearms, fugitive operations targeting felons who have committed a crime involving a firearm or are known to carry firearms will be the highest priority. Identifying offenders known to carry firearms will be the first step. Investigations will be meticulously put together by task force officers in order to maximize the chances of removing illegal firearms off the street. The goal of this objective will be ongoing and all task force staff will be assigned. Gun seizures will be monitored on a monthly basis. These numbers can be compared to past seizure statistics to assess productivity.

4. Rapidly suppressing gang activity: The GGNTF will suppress gang-related violence through comprehensive and cooperative enforcement strategies with Gloucester County police departments and other County, State and Federal agencies. We will work synergistically to identify and target the most criminally active violent offenders, gangs, gang members and associates, gun distributors and narcotics dealers, who have committed or are most likely to commit acts of violence. This will be accomplished through the use of a county wide "early warning" system. This system functions through information sharing at all levels of the law enforcement intelligence collective in Gloucester County. Once any form of gang activity is identified, it is immediately reported to the Gloucester County Prosecutor's Office. Information can come from a school, the county jail, an informant, or a concerned citizen. Once it is corroborated, immediate action will be initiated by task force members to develop a tactical solution to the problem. This will be instituted immediately and all task force personnel will be assigned. The amount of tips, leads, investigation initiated, and arrests made can be monitored to determine a tangible output.
 5. Streamlining the legal process for violent offenders and gang members: We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. Completing this objective will begin immediately. In addition to task force personnel, one assistant prosecutor will be assigned to assist in accomplishing this objective. The number of violent offenders/gang members that are screened is the primary means to measure an outcome. Another means would be to determine the efficiency in terms of time from arrest to conviction of a targeted offender.
 6. Maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence: Intelligence gathering and information sharing has proven vital to successfully identifying and targeting violent gang members, violent criminal offenders, illegal firearms dealers, and narcotics traffickers. The advent of the Gloucester County Prosecutor's Office Intelligence Unit has established a system in which information sharing is maximized and set up a foundation for our intelligence led policing initiative. The Intelligence Unit is comprised of Gloucester County Prosecutor's Office staff and also a team of hand-picked intelligence liaisons. The liaisons are all sworn law enforcement personnel that represent each of Gloucester County's municipalities, the Gloucester County Sheriff's Department, and the Gloucester County Jail. The Infoshare intelligence computer program and other databases represent the technical means by which information is gathered, analyzed, collated, cataloged, and disseminated as finished intelligence to law enforcement users in the field. The backbone of our intelligence led threat assessments is the formation of clear lines of communication and cooperative relationships with the law enforcement agencies we work with.
-

Through the use of various computer databases that have been tailored to meet the needs of our intelligence led policing initiative, the documenting, cataloguing, and monitoring of gangs and gang members is made possible. The establishment of the team of intelligence liaisons that are all inputting real time gang related data into a computer system that is shared by all the liaisons and the Gangs, Guns, and Narcotics Task Force facilitates a reliable, detailed, accurate, and up to date inventory on gangs and their members operating in Gloucester County. This inventory provides law enforcement with the means to prioritize their anti-gang operations. The gang inventory is fluid and always changing as gang membership increases, members are incarcerated, or move to other counties or states. We stay vigilant and often work closely with our neighboring counties. Intelligence sharing agreements between the Gloucester County Prosecutor's Office and other out of county agencies have been established and will increase. We have exponentially increased our working relationship with the Gloucester County Jail. This has opened up a huge information channel and has increased our ability to collect intelligence on gang members and violent crime. Two detectives are assigned full time to the Intelligence Unit and there are currently twenty-four (24) intelligence liaisons assigned to the Gloucester County Intelligence Team.

MANAGEMENT STRUCTURE

Supervision of Gangs, Guns and Narcotics Task Force

- A. Lt. Langdon Sills is assigned as the immediate supervisor of the Task Force. Lt. Sills has been a police officer for thirty years, having served two years with the Rutgers University Police Department, and ten years with the Delaware River Port Authority. He has been with the Gloucester County Prosecutor's Office for eighteen years.
- B. Sergeant Steven Ingram is assigned as the Commander of the Task Force and Project Director. Sgt. Ingram has been a police officer for fifteen years, having served one year with the Salem County Prosecutor's Office and fourteen years with the Gloucester County Prosecutor's Office.

Grant Funded Staff

- A. Steven Ingram – Sergeant, Commander.
Started on June 1, 2003 and remains in that position.

Other non-Grant Funded Staff consists of:

- 1 Assistant Prosecutor
 - 5 Gang Investigators / Detectives
 - 2 Clerical Staff Members
 - 2 Municipal Police Officers
 - 1 State Department of Treasury Agent
-

The job descriptions for the above positions are on file with the County of Gloucester – Human Resources Department.

Advisory Group: The County Prosecutor has established an Advisory Group to assist in establishing priorities for investigations by the Gloucester County Gangs, Guns, and Narcotics Task Force, recommending local police officers for assignment to the Task Force, and evaluating the degree of participation of various agencies or individuals in the Gloucester County Gangs, Guns, and Narcotics Task Force operations that result in the seizure of assets, which may be shared on forfeiture. The Advisory Group consists of a Senior Assistant Prosecutor, the Chief of Detectives, the First Assistant Prosecutor and the Commander of the Gloucester County Gangs, Guns, and Narcotics Task Force. This group also receives valuable input from its meetings with the Gloucester County Police Chiefs Association.

Municipal Liaison Officers: The Gloucester County Gangs, Guns, and Narcotics Task Force has developed a list of municipal liaison officers. These liaison officers, as well as other local officers from Gloucester County, State and Federal agencies, comprise the Gloucester County Investigator's Association. The Association will meet on a monthly basis or as needed. This Association was created to discuss a variety of needs between the various law enforcement agencies, to enhance inter-agency cooperation, and the exchange of violent crime, gang and narcotic information.

<u>Municipality</u>	<u>Name</u>
Clayton	Det. Lauren Franklin
Franklin Twp.	Det. Joe Murray
Westville	Det. Jake Massing
Gloucester County Sherriff's	Det. Tom Atkinson
Woolwich Twp.	Sgt. TJ Daniels
Greenwich Twp	Sgt. Kevin Villanova
East Greenwich Twp.	Sgt. Matt Brenner
West Deptford Twp.	Sgt. Mike Creamer
Deptford Twp.	Det. Jamie Giles
Paulsboro	Lt. Gary Kille
Glassboro	Det. Dante LaSpata
Washington Twp.	Det. Michael Ferris
Elk Twp.	Inv. Steve Wojciechowsk
Pitman	Sgt. Hunter Moore
Mantua Twp.	Sgt. Burt Brucker
Newfield	Ptln. Kevin Przybyszewski
Wenonah	Ptln. Amy Purvis
Woodbury	Sgt. Erick Lokah
Woodbury Hgts.	Inv. Gary Krohn
Monroe Twp.	Det. Dan Riggins
Harrison Twp.	Det. Adam MCEvoy

South Harrison
Logan Twp.
Rowan University

Det. Steve Weston
Det. Marie Frey
Det. Greg Farrar

On-Loan Officers: In the past, the Gloucester County Gangs, Guns, and Narcotics Task Force has been the host for officers "On Loan" to the Task Force from various municipalities. The "On Loan" officers' length of stay with the Gloucester County Gangs, Guns, and Narcotics Task Force may vary from six months to one year. Several of the Municipal Liaison Officers were previously "On Loan" to the Task Force. The experience gained while assigned to the Task Force is extremely beneficial to the officer, their agency, and the Task Force. We currently have One "On Loan" officers assigned to the Task Force. Several other municipalities have expressed a recent interest in assigning officers to the Gloucester County Gangs, Guns, and Narcotics Task Force.

EVALUATION

The Gloucester County Gangs, Guns, and Narcotics Task Force will submit quarterly programmatic progress reports as requested to the Division of Criminal Justice. The Gangs, Guns, and Narcotics Task Force will also implement a county-wide protocol involving law enforcement, county correctional institutions, and the schools to track narcotics, violent crime and gang-related activities and report the data to the Gangs, Guns, and Narcotics Task Force for threat assessment purposes and planning. The Gangs, Guns, and Narcotics Task Force will meet periodically to coordinate additional data collection and analysis; information which will be used to plan proactive and reactive law enforcement operations in support of lowering violent crime and gang-related activity and improving the quality of life for all Gloucester County residents. In addition, there will be cooperative interaction with the Statewide Gangs, Guns and Narcotics Task Force to evaluate data through evaluation forms and quarterly narrative and quantitative reports.

Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown. Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: <u>County of Gloucester</u>		Grant No: <u>JAG 1-8TF-15</u>			
Budget Detail Form					
COST ELEMENT	Show % of time <u>or</u> number of hours spent on project to be funded with grant and match funds	Annual Salary <u>or</u> Hourly Rate	Grant Funds	Match	Project Total
A. Personnel					
1. Salaries and Wages					
List each name and position					
Steven Ingram/Sergeant	100%		33,807	0	33,807
Detective Overtime (on loan Officers and or Detectives assigned to GGNTF project)			30,000	0	30,000
			63,807	0	63,807

SUB-TOTAL SALARIES AND WAGES	63,807	63,807
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Applicant: County of Gloucester

Grant No: JAG 1- 8TF-15

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, and Disability). List name and position. Please note that if salaries are requested using either federal or match funds, corresponding fringe must be shown at the same percentage as the salary in the budget detail form. If federal funds will NOT be used for corresponding fringe benefits, display the fringe amount in the match column. This is not a mandatory match. It shows that fringe benefits are being paid through another source of funding for each salary requested under the grant.

Steven Ingram 61.47 %

Grant Funds	Match	Project Total
	20,781	

SUB-TOTAL FRINGE BENEFITS	0	20,781	0
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TOTAL SALARIES, WAGES AND FRINGE	63,8070	20781	84,588
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Budget Detail Form

COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs for professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
(e.g., cell phone service)						
				0	0	0
TOTAL PURCHASE OF SERVICES						

C. Travel, Transportation, Subsistence (show food costs related to travel only)				Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)				
				0	0	0
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE						

Applicant: County of Gloucester

Grant No: JAG 1-8TF-15

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, and Disability). List name and position. Please note that if salaries are requested using either federal or match funds, corresponding fringe must be shown at the same percentage as the salary in the budget detail form. If federal funds will NOT be used for corresponding fringe benefits, display the fringe amount in the match column. This is not a mandatory match. It shows that fringe benefits are being paid through another source of funding for each salary requested under the grant.	Grant Funds	Match	Project Total
Steven Ingram 61.47 %		20,781	

SUB-TOTAL FRINGE BENEFITS	0	20,781	0
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TOTAL SALARIES, WAGES AND FRINGE	63,8070	20781	84,588
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SUB-TOTAL SALARIES AND WAGES	63,807	63,807
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Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown. Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: <u>County of Gloucester</u>		Grant No: <u>JAG 1-8TF-15</u>				
Budget Detail Form						
COST ELEMENT						
A. Personnel						
1. Salaries and Wages						
List each name and position	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary or Hourly Rate	Grant Funds	Match	Project Total	
Steven Ingram/Sergeant	100%		33,807	0	33,807	
Detective Overtime (on loan Officers and or Detectives assigned to GGNTF project)			30,000	0	30,000	
			63,807	0	63,807	

STATE OF NEW JERSEY

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

Multi-Jurisdictional County Gang, Gun and Narcotics Task Forces

for a federal subaward in the approximate amount of \$ 63,807 with the Subrecipient

providing a match of \$ 20,781.00 (if applicable), for an approximate total project cost of \$ 84,588.

This application consists of the following additional attachments for all applicants:

- Applicant Information Form
- Project Proposal
- Budget Detail Form
- Budget Narrative
- Sources of Funds Form
- Accounting System and Financial Capability Questionnaire
- Federal Single Audit Requirements Certification
- Proof of Compliance with Federal Single Audit Requirements
- Indirect Cost Rate Fact Sheet
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Department of Law & Public Safety Debarment and Suspension Certification

The undersigned understands that the Division will rely upon the following statements to provide these subaward funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
 2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
 3. The duly Authorized Official of the Applicant will ensure that the Applicant will use these subaward funds to carry out the project and activities specifically described in the application.
-

4. The duly Authorized Official of the Applicant is responsible for authorizing expenditures and disbursements of subaward funds.
5. The duly Authorized Official of the Applicant will ensure that the Applicant complies with all federal, state and municipal laws, statutes, regulations, circulars, policies, or codes regarding the use of these subaward funds.
6. The duly Authorized Official of the Applicant and the Project Director acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001.
7. The duly Authorized Official of the Applicant and the Project Director acknowledge that Office of Justice Program (OJP) grants, including certifications provided in connection with such grants, are subject to review by OJP and/or by the Department of Justice's Office of the Inspector General.
8. The duly Authorized Official of the Applicant and the Project Director certify that the foregoing statements are true, and that if any of the foregoing statements made are willfully false, we will be subject to punishment.

As the duly Authorized Official of the Applicant-Subrecipient and as the Project Director, we hereby certify that the Applicant-Subrecipient will comply with the above-referenced provisions.

County of Gloucester

JAG 1-8TF-15

Applicant

Subaward # (if known)

Freeholder Director

Signature of Authorized Official

Title (County Executive, County
Manager, County Supervisor, County
Board President)

Robert M. Damminger

Printed Name of Authorized Official

Signature of Project Director

Steven Ingram

Printed Name of Project Director

Date

STATE OF NEW JERSEY

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

SAMPLE WAIVER

I, _____, am eighteen years of age or older, and certify:
(Name)

1. I am _____ of the
(Title - County Executive, County Manager, County Supervisor, County
Board President; Mayor, Chief Executive or Village President)

(Name of local unit of government)

2. On behalf of the Local Unit of Government, I am authorized to sign this certification.
3. I am submitting this certification in conjunction with the proposed provision of subaward funds in the approximate amount of _____ to the nonprofit
(Dollar amount of funds)
organization, through the NJ Department of Law and Public Safety, under the Edward Byrne Memorial Justice Assistance Grant Program.
4. In making this certification, I understand that the Department of Law and Public Safety will rely upon the statements made herein in the processing of this application and with the provision of the above grant funds.
5. The proposed application for a subgrant to this Nonprofit Organization benefits the Local Unit of Government.
6. On behalf of the Local Unit of Government, I voluntarily sign this waiver as required by the Edward Byrne Memorial Justice Assistance Program.

7. I understand that a portion of the state grant funds under the Edward Byrne Memorial Justice Assistance Program which will fund this subgrant project are set aside for local government use.
8. I believe that the proposed project will provide a direct local benefit.
9. I agree that funding the project from the state to the Nonprofit Organization is in the best interests of the Local Unit of Government.

Signature of Authorized Official

Title (County Executive, County Manager, County Supervisor, County Board President; Mayor; Chief Executive or Village President)

Printed Name

Date

Local Unit of Government

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Subrecipient: County of Gloucester

Subaward Number (if known): JAG-18TF-15

The State of New Jersey, Department of Law & Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

For fiscal years beginning prior to 12/26/2014, a Subrecipient that expends \$500,000 or more in federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See Office of Management and Budget (OMB) Circular A-133.

For fiscal years beginning on or after 12/26/2014, a Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction is subject to the above audit requirements, **you must attach** proof of submission¹ from the FAC website of your audit reporting package for your most recent fiscal year in which an audit was due.

The FAC website can be found at: <https://harvester.census.gov/facweb/>

I understand and acknowledge the above federal audit requirements and (check applicable box):

- My organization or jurisdiction **is** subject to the federal single or program-specific audit requirements for the most recent fiscal year in which an audit was due. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction **is not** subject to the federal single or program-specific audit requirements for the most recent fiscal year in which an audit would have been due.
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey Giordano

Title: CFO/Treasurer

Signature: Tracey N. Giordano

Date: 2/3/17

¹ Please do not attach your entire audit reporting package.



NEW JERSEY STATE AUDIT REQUIREMENTS

In addition to the Federal requirements on the preceding page, Subrecipients must comply with the following State audit requirements outlined in OMB Circulars 04-04-OMB and 15-08-OMB:

For fiscal years beginning prior to 12/26/2014:

- A Subrecipient that expends \$500,000 or more in federal financial assistance or \$500,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$500,000 in federal or state financial assistance during its fiscal year, but expends \$100,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program specific audit conducted for that year.

For fiscal years beginning on or after 12/26/2014:

- A Subrecipient that expends \$750,000 or more in federal financial assistance or \$750,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$750,000 in federal or state financial assistance during its fiscal year, but expends \$100,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.





FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address: County of Gloucester

2 South Broad
Woodbury, NJ 080896

2. Authorized Representative's Name and Title: Tracey Giordano, CFO/Treasurer

3. Phone: 856 - 853 - 3322 ext.

4. Fax: 856 - 251- 6778

5. Email: tgiordano@co.gloucester.nj.us

6. Year Established:
1686

7. Employer Identification Number (EIN):
21 - 6000660

8. DUNS Number:
95 - 736 - 2247

9. Type of Organization:

- State Municipality Non-Profit Higher Education Tribal For-Profit Other



AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has had the undergone the following types of audit(s)(Please check all that apply):

- OMB A-133 Single Audit Financial Statement Audit Defense Contract Agency Audit (DCAA)
 None
 Programmatic Audit & Agency: _____
 Other Audit & Agency: _____

11. Fiscal Year of Last Audit:
2015

Name of Audit Agency/Firm:
Petroni & Assoc.

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings: None

Please enter the amount of questioned costs: NONE

Were material weaknesses noted in either the Financial Statement or Single Audit? Yes No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

- Manual Automated Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

- Yes No Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

- Yes No Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

- Yes No Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

- Yes No Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

- Yes No Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

- Yes No Not Sure



PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES	
PROPERTY STANDARDS	
20. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
PROCUREMENT STANDARDS	
21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? https://www.sam.gov/	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
24. Does your organization: (a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation? (FTR) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A (Your organization does not make subawards.)
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.	
Name: Tracey Giordano <i>Tracey Giordano</i>	Date: 2/3/2017
Title: <input type="checkbox"/> Executive Director <input checked="" type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Chairman <input type="checkbox"/> Other: _____	
Phone: 856 - 853 - 3322 ext.	

Search Results for Single Audits

YOUR SEARCH FOUND 14 RECORD(S)

 [Download Summary Report](#)

 SEARCH CRITERIA:

- FISCAL YEAR : ALL YEARS
- FAC RELEASE DATE :
- AUDITEE EIN : 216000660
- EIN RELATIONSHIP : EITHER
- AUDITEE NAME :
- AUDITEE STATE :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- PASSTHROUGH: :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :

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The Uniform Guidance (2 CFR 200.512) requires the FAC to make the reporting packages publicly available on a Web site. A senior level representative of the auditee (e.g., state controller, director of finance, chief executive officer, or chief financial officer) has signed a statement that the Form SF-SAC and reporting package does not include protected personally identifiable information (protected PII) or business identifiable information (BII), or if it does, the FAC is authorized to publicly post all information contained in the Form SF-SAC and the reporting package (audit report).

The Uniform Guidance (2 CFR 200.512 (b)(2)) allows auditees who qualify as an Indian Tribe or Tribal Organization (as defined in the Indian Self-Determination, Education and Assistance Act (ISDEAA), 25 U.S.C 450b(l)) to opt out of making their reporting packages publicly available on this site. If this option is exercised, the auditee becomes responsible for submitting the reporting package directly to any pass-through entities through which it has received a Federal award. The auditee would also be responsible for submitting the reporting package directly to any pass-through entities for which the summary schedule of prior audit findings reported the status of any findings related to Federal awards that the pass-through entity provided. Unless restricted by Federal statute or regulation, if the auditee opts not to authorize publication, it must make copies of the reporting package available for public inspection.

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Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	FAC Accepted Date	File Name	Form	Audit 	Download 
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2015	07/19/2016	15653920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2014	06/29/2015	15653920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	15653920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	15653920121	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2011	07/06/2012	15653920112	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2010	06/30/2011	15653920101	Form		<input type="checkbox"/>

216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2009	07/23/2010	15653920091	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIV. OF SOCIAL SERVICES	SEWELL	NJ	12/31/2015	09/29/2016	20047920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2014	12/02/2015	20047920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	20047920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/26/2013	20047920122	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2011	09/24/2012	20047920111	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2010	07/18/2011	20047920101	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2009	11/08/2010	20047920091	Form		<input type="checkbox"/>

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Version: 1.4.3.0

**RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT
GRANT V-08-15 TO INCREASE THE IN-KIND MATCH BY \$70,054.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2016 authorizing a grant application to the New Jersey Division of Criminal Justice for the Victims of Crime Act (VOCA) Grant for grant period July 11, 2016 to July 10, 2017; and

WHEREAS, the grant funds requested were in the amount of \$219,715.00, with an in-kind match of \$54,929.00 (funds from the Prosecutor's budget), for a total amount of \$274,644.00; and

WHEREAS, an increase in the in-kind match of \$70,054.00 is now necessary due to a change in VOCA program guidelines and regulations, resulting in an amendment to the grant amount to increase the in-kind match to \$124,983.00, for a total grant amount of \$344,698.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The amendment to the Victims of Crime Act Grant V-08-15 to increase the in-kind match by \$70,054.00, resulting in a total grant amount of \$344,698.00 is hereby authorized and approved; and,
2. The Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said application and/or amendment; and,
3. All terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

F3

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

County Office of Victim Witness Advocacy

for a federal subgrant in the approximate amount of \$219,715.00, with the Subgrantee providing a match of \$124,983.00 (if applicable), for an approximate total project cost of \$344,698.00.

This application consists of the following additional attachments for all applicants:

- Program Narrative
- Project Budget Detail Form
- Budget Narrative
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- State Debarment and Suspension Certification
- Resolution of Participation and Certification of Recording Officer
- Federal Single Audit Requirements and Certification
- Accounting System and Financial Capability Questionnaire

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. The duly Authorized Official of the Subgrantee will ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. The duly Authorized Official of the Subgrantee is responsible for authorizing expenditures and disbursements of subgrant funds.

5. The duly Authorized Official of the Subgrantee will ensure that the Subgrantee complies with all federal, state and municipal laws, statutes, regulations, circulars, policies, or codes regarding the use of these subgrant funds.
6. The duly Authorized Official of the Subgrantee and the Project Director acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001.
7. The duly Authorized Official of the Subgrantee and the Project Director acknowledge that Office of Justice Program (OJP) grants, including certifications provided in connection with such grants, are subject to review by OJP and/or by the Department of Justice's Office of the Inspector General.
8. The duly Authorized Official of the Subgrantee and the Project Director certify that the foregoing statements are true, and that if any of the foregoing statements made are willfully false, we will be subject to punishment.

As the duly Authorized Official of the Applicant-Subgrantee and as the Project Director, we hereby certify that the Applicant-Subgrantee will comply with the above-referenced provisions.

County of Gloucester
Subrecipient

V-08-15
Subaward #

Signature of Authorized Official

Freeholder Director
Title (County Executive, County
Manager, County Supervisor, County
Board President)

Robert M. Damminger
Printed Name of Authorized Official

Signature of Project Director

Sean F. Dalton
Printed Name of Project Director

Date

RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 FOR \$140,000.00

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

WHEREAS, the County requested proposals, from interested providers via RFP #017-013 and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that the William R. Carey & Company, Inc., with offices at 140 West Allendale Avenue, Allendale, NJ 07401 made the most advantageous proposal; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$140,000.00 pursuant to CAF#17-01552, which funds shall be from budget line item #7-01-23-210-001-20299; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board to attest to the contract with William R. Carey & Co, Inc., for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services for a total contract amount of \$140,000.00 from March 1, 2017 to February 28, 2018; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 1, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

54

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY & COMPANY, INC.**

THIS CONTRACT is made effective this 1st day of March 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WILLIAM R. CAREY & COMPANY, INC.**, (a New Jersey Corporation) with offices at 140 West Allendale Avenue, Allendale, NJ 07401, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning March 1, 2017 and concluding February 28, 2018.
2. **COMPENSATION**. Vendor shall be paid a minimum deposit premium of \$140,000.00. Total amount paid shall be \$1.02 per inmate per day.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #017-013, and Vendor's responsive proposal, dated February 21, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #017-013, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP# 017-013, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #017-013 issued by the County of Gloucester and Vendor's responsive proposal dated February 21, 2017. Should there occur a conflict between this form of contract and the County's RFP #017-013, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #017-013 issued by the County of Gloucester and the Vendor's Proposal dated February 21, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of March, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**WILLIAM R. CAREY & COMPANY,
INC.**

**MICHAEL J. CAREY,
PRESIDENT**



WILLIAM R. CAREY & COMPANY, INC.

140 West Allendale Avenue
Allendale, New Jersey 07401
Tel: 201-529-3900 • Fax: 201-529-4505
www.williamrcarey.com

ORIGINAL

Pete Mercanti
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096
856-853-3420

February 21, 2017

Request for Proposal

Individual and Aggregate Excess Loss Medical Coverage For The Gloucester
County Corrections Department

RFP # ~~017-022~~

017-013

Dear Mr. Mercanti:

Please find following our Proposal as shown above.

Per Detailed Requirements, Section 3. Standard Requirements of Technical Proposal:

- A. William R. Carey & Co., Inc, has our principal place of business at 140 West Allendale Avenue, Allendale, NJ 07401
- B. Our firm is 30 years old, our average # of employees for the past three years is 4.
- C. The provision of services under this contract will be the responsibility of Michael J. Carey, President. He is a graduate of Princeton University (1976), and has been in the insurance business since 1978. He will be assisted by Michael J. Carey Jr., Vice President who is a graduate of Susquehanna University and has been in the insurance business since 2004.
- D. Other County Correctional Clients:
 - a. Luzerne County, PA, Jackie Grimes 570-825-1599
 - b. Lackawanna County, PA, Rick Jones 570-963-6743
 - c. Marin County, CA, Jeff Mann 949-297-0037
 - d. Corizon, Gale Gargiulo, 973-571-9550

- E. Our proposal is attached, beginning with "Quote Only" on Page 17.
- F. Certificate of Insurance for our Professional Liability Insurance is attached, Page 116.
- G. Copies of Individual and Corporate New Jersey Insurance licenses attached, Pages 14 and 15.
- H. Not required per George Hayes email of February 4, 2010. (copy attached, page 7).
- I. Neither our firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- J. We are located in an office building in Allendale, New Jersey. We are available for meetings at the County's request.
- K. Affirmative Action Statement (signed) attached, Pages 10 and 11.
- L. A Non-Collusion Affidavit (signed and notarized) is attached, Page 8.
- M. A completed Owner Disclosure Statement is attached, Page 9.
- N. We will comply with the General Terms and Conditions required by County and enter into the County's standard Professional Services Contract
- O. Business Registration Statement attached, Page 13, and Employer Information Report, Page 12.
- P. All of our services will be performed within the United States of America.

Coverage and Premium Summary

Coverage offered is detailed in "Quote Only" on Pages 18-35 including policy wording. Please review this information.

The per inmate per year deductible was reduced last year from \$100,000 to \$90,000.

The Profit Commission (loss sensitive return premium) percentage payable to the County was increased last year from 25% to 30%.

✓ Minimum and Deposit Premium was reduced last year from \$155,000 to \$140,000.

✓ The premium rate was reduced last year from \$1.12 per inmate per day to \$1.02 per inmate per day.

The Aggregate Attachment Point (accumulation of per inmate deductibles) was reduced last year from \$1,065,000 to \$925,000.

Workers Compensation exclusion:

The Workers Compensation Exclusion does not apply to prison supervised work details

Profit Commission (loss sensitive return premium)

Depending on final claim developments, Gloucester County may be entitled to a Profit Commission (return premium). Per policy conditions, this Profit Commission is payable only if coverage is renewed with William R. Carey & Co., Inc.

The Profit Commissions (loss sensitive return premiums) that have been paid to Gloucester County are as follows:

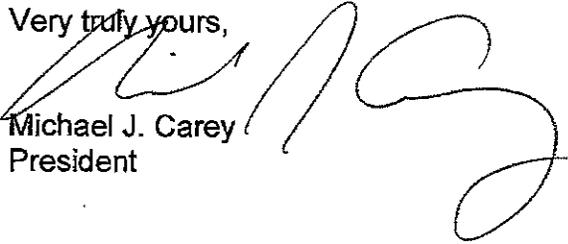
Policy Year	Profit Commission
2008-2009	\$ 20,372.00
2009-2010	\$ 22,098.40
2010-2011	\$ 19,694.51
2011-2012	\$ 6,358.11
2012-2013	\$ 25,768.87
2013-2104	\$ 19,461.39
2014-2015	\$ 25,784.32
2015-2016	\$ 17,000,00 approx

This coverage is offered subject to the hosting and medical management contracts as shown on the quote. **If these relationships change you must advise us immediately so that we can advise Underwriters, otherwise you may jeopardize this coverage.**

Please be advised that I will be personally handling this proposal. I can always be reached on my email at mc@use-ec.com.

If you have any questions, please let me know.

Very truly yours,


Michael J. Carey
President

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-01552

ORDER DATE: 02/22/17
 REQUISITION NO: R7-01752
 DELIVERY DATE:
 STATE CONTRACT: RFP-17-013
 ACCOUNT NUM:

SHIP TO
 Pg 1
 GLOUC. CO CORRECTIONAL SERVICE
 70 HUNTER STREET
 WOODBURY, NJ 08096
 856-384-4612/JUSTICE COMPLEX

VENDOR
 WILLIAM R. CAREY & CO. INC.
 140 WEST ALLENDALE AVENUE
 ALLENDALE, NJ 07401
 VENDOR #: WILLI190

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CATASTROPHIC INSURANCE EXCESS LOSS INSURANCE	7-01-23-210-001-20299 Insurance - Corrections	140,000.0000	140,000.00
			TOTAL	140,000.00

CLAIMANT'S CERTIFICATION & DECLARATION
 I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION
 I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE
**DO NOT ACCEPT THIS ORDER
 UNLESS IT IS SIGNED BELOW**

Joseph N. Gindoff
 TREASURER / CFO

[Signature]
 PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-017-013 - Excess Loss Coverage for Inmates – William R. Carey & Co

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Small firm with only four (4) employees. Firm has Thirty (30) years' experience in the field. <u> 25 </u> points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Presently our current provider for these services. Vendor has listed other similar experience, with Four (4) Counties in New Jersey. <u> 25 </u> points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and covers all aspects of the RFP <u> 25 </u> points	24
E. Reasonableness of Cost Proposal Cost submitted is (\$140,000.00) for the year which equates to 1.02 per inmate. The deductible is 90,000. <u> 20 </u> points	17
TOTALS	92

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

WHEREAS, the County has determined that it is necessary and appropriate to provide various services through its Division of Senior Services for seniors in the County age sixty (60) or older to address various needs of the senior population in the County, and by Resolution dated June 27, 2001, authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the majority of the funds provided for the contracts are State Area Plan Grant funds, the amounts of which are listed herein; and

WHEREAS, the County has requested proposals from interested providers through RFP 17-040, consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County's Purchasing Director has, consistent with the applicable statutes, prepared a Request for Proposals Evaluation Report dated January 26, 2017, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

WHEREAS, the Report provides an analysis of the proposals received from the agencies and/or entities that submitted same, and recommends the awards of contracts as follows:

1. **Moorestown Visiting Nurse Association Inc.**, 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Moorestown VNA Assistance for Independent Living Program (# 73) in the amount not to exceed 66,600.00 (Grant Funds \$52,500.00 (SSBG); Local Public Match \$14,000.00; Estimated Client Donation \$100.00).

2. **Moorestown Visiting Nurse Association Inc.**, 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Personal Care Service Program (# 088) in an amount not to exceed \$46,600.00 (Grant Funds \$46,500.00 (IIBB); Estimated Client Donations \$100.00).

WHEREAS, the Contracts shall be for the period commencing January 1, 2017 and concluding December 31, 2017, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2017; and

WHEREAS, the Contracts shall be for estimated units of service and are open-ended; which does not obligate the County to make any purchases; and, therefore, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the Area Plan Grant contracts as hereinabove described for the period January 1, 2017 to December 31, 2017; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the contracts authorized by this Resolution provided that the contracts in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 1, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 073 DATE 3/2/2017

APPROPRIATION CODE _____

PROJECT **MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING**

GRANTEE MOORESTOWN VISITING NURSE ASSOCIATION INC.

300 Harper Drive

Moorestown, NJ 08057-3208

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 2nd DAY OF March, 2017
BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE MOORESTOWN VNA, INC.

300 Harper Drive

Moorestown, NJ 08057-3208

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 2nd DAY OF March, 2017 AND SHALL TERMINATE NO LATER THAN
THE 31ST DAY OF DECEMBER, 2017.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10%

OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.”

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.”

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING

EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

- (A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;
- (B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;
- (C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;
- (D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;
- (E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;
- (F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;
- (G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;
- (H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;
- (I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, VISITING HOMEMAKER AND HEALTH SERVICES INC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF

INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY THE DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT

CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL AND STATE FUNDING FOR THE AREA PLAN.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE AND HOSPICE SERVICES INC. FOR THE EVENT OF THE V.H.H.S ASSISTANCE FOR INDEPENDENT LIVING PROGRAM FOR SENIORS ON JANUARY 1, 2017 UNTIL DECEMBER 31, 2017.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
- b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 073

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2017).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

Moorestown VNA Assistance for Independent Living Program will provide service to the frail/disabled elderly population in need of protection in order to prevent inappropriate institutionalization, abuse and neglect. Services of a certified home health aide are provided to clients who require in home care under the direction of a nurse or certified home health aide. Program services are available on a referral basis. The home health aid program provides personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication. Also provides for the performance of light household tasks related to health maintenance services. The inability to perform these tasks frequently forces the elderly to seek institutionalized care. This long-term care program will provide each client with a maximum of 3 hours of service, up to 3 times each week for a maximum of (8) eight weeks in the current contract year, or can be extended as circumstances dictate..

Clients will also be referred by the Division of Senior Service i.e. Information and Assistance staff, Caregiver Specialist, and the ADRC Nurse Assessor. It is the policy of the Agency to employ only home health aides who are certified by the NJ Board of Nursing and have satisfactorily completed a competency skills test.

As a licensed Home Health Agency, tools for evaluating agency and staff performance, staff and services provided by outside agencies and patient satisfaction are already available. Evaluating the effectiveness of the program is accomplished by periodic reviews of the program goals in conjunction with input from statistics, quality assurance reviews by staff and the Professional Advisory Committee, patient surveys, site visits by administrative staff and on-going communication with provider agencies.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

GRANTEE: Moorestown Visiting Nurse Association Inc.

PROJECT TITLE: MOORESTOWN VNA FOR INDEPENDENT LIVING

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or frail and in need of supportive services. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider

27 clients frail/disabled	(100% of 27)
24 clients low income	(90% of 27)
9 clients minority	(33% of 27)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide services of personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication as well as light housekeeping support to permit ill/frail/disabled senior citizens to maintain their highest level of functioning and prevent inappropriate or premature institutionalization.

SERVICE DEFINITION:

SERVICE TAXONOMY: 213

General support by certified and professionally supervised home health aides to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

AMOUNT: \$ 66,600

UNITS OF SERVICE: 2007 (UNIT= HOUR)

CLIENT COUNT: 27

UNIT COST: \$ 33.18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 073

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	66,600	-0-	66,600
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	66,600	-0-	66,600
LESS:			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$ 66,500

SSBG	\$ 52,500	75%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Private	\$14,000	25%
Other	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 66,600	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 073

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE OR FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER THE AREA PLAN, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS WILL SUBMIT A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 073 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Moorestown Visiting Nurse Association, Inc.

300 Harper Drive

Moorestown, NJ 08057-3208

BY: _____ Date _____

(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

LAURIE BURNS

CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 088 DATE 3/2/2017

APPROPRIATION CODE _____

PROJECT PERSONAL CARE SERVICE

GRANTEE MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING

300 Harper Drive

Moorestown, NJ 08057-3208

GRANT AGREEMENT PAGES 1 THROUGH 20

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT PERSONAL CARE SERVICE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 2nd DAY OF March, 2017, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF
GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Moorestown Visiting Nurse Association, Inc.

300 Harper Drive

Moorestown, NJ 08057-3208

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF March, 2017 AND SHALL TERMINATE NO LATER THAN
THE 31ST DAY OF DECEMBER, 2017.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY
TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,
THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR

REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.”

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST

MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS

AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HUMAN SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE

TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE ASSOCIATION HEALTH AND HOSPICE SERVICE FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2016 UNTIL DECEMBER 31, 2016.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED.

SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 088

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2016).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour. **A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.**

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

Personal Care / Homemaker Service is primarily an interim care program to provide home care until a more lasting service can be arranged. As an interim program this service will be limited to a maximum of 38 hours per client per contract year, usually at 2 hours per visit or arranged for the good of the client.

This is a hands-on personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services (i.e., Medicare, Medicaid, or private insurance) but who need additional time to arrange long term home care or institutionalization.

Personal Care / Homemaker Services provided by Homemaker /Personal Care Assistants include personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

Personal Care / Homemaking Service

A Homemaker may:

- sort, spot, wash, **dry, fold, and store** client's personal laundry, linens and towels;
- dust and vacuum client's bedroom and other personal living space;
- wash mirrors, fixtures and non-wood surfaces in bedroom and other personal living space;
- polish wood surfaces in bedroom and other personal living spaces;
- wash and sanitize bathtub, toilet and sink in **client** bathroom and damp mop the floor;
- general tidying of area most highly utilized by the client;
- wash and sanitize countertops in kitchen;
- wash, **dry, and store** dishes;
- wipe **kitchen** sink and stove/**microwave**;
- plan and shop for **client** meal makings;
- prepare **client** meals for immediate and future consumption;
- assist with feeding, dressing, grooming tasks; and
- monitor need for personal care and make appropriate referrals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

The service provider will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target population. All clients will be from the frail or disabled target population. Doctors, hospitals, or other medical sources will refer most.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

GRANTEE: Moorestown Visiting Nurse Association, Inc.

PROJECT TITLE: Personal Care Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider; 25 Total clients; 10 clients low income (40% of 25), 7 clients minority(29% of 25) , 25 clients frail/disabled (100% of 25), 17 clients low-income minority (69% of 25).

SERVICE AREA: The entire geographical area of Gloucester County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide general support by trained and professionally supervised homemaker home health aides/personal care assistants to homebound clients as an interim service while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 323

Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

AMOUNT: \$46,600

UNITS OF SERVICE: 1789 (unit= hour)

CLIENT COUNT: 25

UNIT COST: \$ 26.05

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 088

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	46,600	-0-	46,600
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$46,600.	-0-	\$46,600.
<u>LESS:</u>			
		Client Income	100
		Grantee Match	-0-
		NET BUDGETED COST	\$46,500.

III B	\$46,500.	100 %
Local Share	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 46,600.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 088

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING*

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 088 CONSISTS OF 20 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Moorestown Visiting Nurse Association, Inc.

300 Harper Drive

Moorestown, NJ 08057-3208

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

LAURIE BURNS

CLERK OF THE BOARD

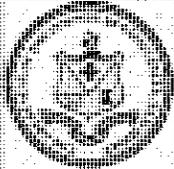
THIS AGREEMENT dated this _____ day of _____,



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dummerger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone: 856.853.3920
Fax: 856.251.6777

www.purchasing.nj.gov

www.gloucestercounty.nj.gov

The County of Gloucester, together with all state and federal laws and regulations, shall have no jurisdiction in the lands of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, national origin or ancestry or, unless by the operation of the program, religion, provided that it is not a requirement of the program. In addition, Gloucester County recognizes the importance of public age establishments in the provision and delivery and offers special services to all County residents six years of age and older. Information regarding compliance may be obtained from the DEED office at 856.853.3920 or through the County's ADA Coordinator at 856.853.3920. New Jersey Public Access Law.

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: February 22, 2017
Re: Request for Proposals, Competitive Contracting
17-40A for Area Plan

The potential contract for the above mentioned service for the Gloucester County Division of Senior Services was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., Competitive Contracting request for Proposals.

A County review committee was appointed, consisting of Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. Committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that non were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendor s knew they would be judged. These included Service, Coordination,

Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On January 5, 2017, specifications were advertised in the newspaper and on February 9, 2017 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed below.

RFP-17-040A	Anticipated Funding	RFP Grade Average
<u>Area Plan</u>		
Partners in Home Care, Inc. (Moorestown Visiting Nurse Assoc.) Certified Home Health Aide	\$52,500.00	93
Partners in Home Care, Inc. (Moorestown Visiting Nurse Assoc.) Personal Care	\$46,500.00	95
Senior Citizens United Community Services, Inc. (No Award) Certified Home Health Aide	\$0.00	87
Senior Citizens United Community Services, Inc. (No Award) Personal Care	\$0.00	89
